

## 310500.6

Cable pursuant to Section 503 of the Communications Act, 47 U.S.C. § 503, and Section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, to penalize Florida Cable for its willful, egregious, and ongoing violations of the Communications Act and the Commission's rules.

### **THE PARTIES**

1. Hearst Properties Inc. is the FCC licensee of Stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida. WESH and WKCF operate in the Orlando-Daytona Beach-Melbourne Designated Market Area ("DMA"). WMOR operates in the Tampa-St. Petersburg (Sarasota) DMA.

2. Florida Cable operates one or more cable systems in the Orlando-Daytona Beach-Melbourne DMA.

### **FACTUAL BACKGROUND**

3. From January 1, 2012, through December 31, 2014, Florida Cable and Hearst were parties to a retransmission consent agreement (the "Prior Agreement") governing carriage of the Stations by Florida Cable. *See* Declaration of James J. Carter (Aug. 26, 2015), ¶ 4 ("Carter Decl."), attached hereto as Exhibit I.

4. Florida Cable defaulted on the Prior Agreement by failing to pay the monthly retransmission consent fees it had agreed to pay. Carter Decl. ¶ 4.

5. By letter dated July 8, 2014, Hearst provided Florida Cable with a notice of its breach of the Prior Agreement. *See* Carter Decl. ¶ 4 (attaching July 8, 2014 letter from Hearst to Florida Cable). Florida Cable did not cure its breach, and its authority to retransmit the Stations terminated at 12:01 am on July 19, 2014. Carter Decl. ¶ 4.

6. By letters dated September 4, 2014, Hearst sent Florida Cable retransmission consent election notices for each of the Stations in compliance with 47 C.F.R. § 76.64(f) for the election cycle commencing January 1, 2015, and ending December 31, 2017. *See* Carter Decl. ¶ 5 (attaching Sept. 4, 2014 retransmission consent election notices from Hearst to Florida Cable). Each of the notices was received and signed for by Florida Cable. *See id.* As a result, since January 1, 2015, Florida Cable cannot retransmit the Stations during the current election cycle on a must-carry basis.

7. By letter dated November 13, 2014, Hearst informed Florida Cable that, notwithstanding Florida Cable's still-uncured default under the Prior Agreement, Hearst was prepared to enter into a renewal retransmission consent agreement if Florida Cable paid the delinquent retransmission consent fees. *See* Carter Decl. ¶ 6 (attaching Nov. 13, 2014 letter from Hearst to Florida Cable). Hearst further informed Florida Cable that if such a renewal agreement were not secured prior to the expiration date of the Prior Agreement, then Florida Cable would have no basis for authorization to retransmit the Stations after December 31, 2014. Hearst received no response from Florida Cable to its November 13, 2014 letter. *See id.*

8. On December 16, 2014, James Carter, the President and General Manager of Stations WESH and WKCF, attempted to reach Florida Cable's CEO and Chairman, David Suarez, by telephone to discuss Florida Cable's retransmission of the Stations' signals. He was not able to reach Mr. Suarez, and Mr. Suarez did not return the telephone call. *See* Carter Decl. ¶ 7.

9. The Prior Agreement expired by its terms on December 31, 2014, and Florida Cable made no attempt to enter into a renewal retransmission consent agreement or otherwise to respond to Hearst's repeated attempts to communicate with Florida Cable about its retransmission of the Stations' signals.

10. Upon information and belief, Florida Cable continued to carry the Stations on its systems following the expiration of the Prior Agreement and has continued to do so without Hearst's authorization since January 1, 2015.

11. Having received no response from Florida Cable to any of its letters, but having reason to believe that Florida Cable was continuing to retransmit the Stations after December 31, 2014, without Hearst's authorization to do so, Hearst sent Florida Cable a further notice, dated January 14, 2015, clearly informing Florida Cable that it had lost its authorization to retransmit the Stations and demanding that Florida Cable cease such retransmissions. *See* Carter Decl. ¶ 8 (attaching Jan. 14, 2015 letter from Hearst to Florida Cable).

12. Hearst again received no response from Florida Cable and no confirmation that Florida Cable had ceased its unauthorized retransmissions. Carter Decl. ¶ 8.

13. On July 21, 2015, two Florida Cable representatives confirmed by telephone that Stations WESH and WKCF continued to be available on Florida Cable systems. *See* Declaration of Lenora E. Boutte (Aug. 26, 2015), ¶¶ 2-3, attached hereto as Exhibit II.

14. By letter dated July 23, 2015, Hearst, through outside counsel, made yet another attempt to notify Florida Cable of its breach of the Prior Agreement and its continuing violation of the Communications Act, demanding that Florida Cable cease its unauthorized retransmission of the signals of each of the Stations and noting that its retransmission without Hearst's consent could subject Florida Cable to the imposition of a forfeiture. *See* Letter on Behalf of Hearst to Florida Cable (July 23, 2015), attached hereto as Exhibit III.

15. The July 23 letter informed Florida Cable that, if it failed to confirm by August 10, 2015, that it had ceased its unauthorized retransmission of the Stations' signals, Hearst would be left with no choice but to file a complaint with the Commission.

16. When Hearst again received no response from Florida Cable, it prepared this Enforcement Complaint and, at the same time, prepared a further letter informing Florida Cable of its intent to file the Complaint if Florida Cable did not immediately cease its unauthorized retransmission of the Stations' signals and provide written confirmation that it had done so by August 24, 2015. *See* Letter on Behalf of Hearst to Florida Cable (Aug. 14, 2015), attached hereto as Exhibit IV. The letter provided Florida Cable with an advance draft of this Complaint and noted that it did so as a final courtesy in one last attempt to avoid an enforcement proceeding at the FCC.

17. In keeping with its now-longstanding pattern of ignoring Hearst's requests that it comply with the retransmission consent laws, Florida Cable did not confirm by August 24, 2015, that it ceased retransmitting the Stations' signals but rather has continued to ignore Hearst's communications and has persisted in its unauthorized retransmission of the Stations' signals.

**FLORIDA CABLE CONTINUES TO RETRANSMIT THE STATIONS  
IN VIOLATION OF THE COMMUNICATIONS ACT**

18. Despite its lack of authorization to retransmit the Stations and Hearst's repeated notifications, Florida Cable's channel line-ups continue to list each of the Hearst Stations. *See* Exhibit V (providing Florida Cable channel line-up for Astor/Volusia/Pierson, which lists WESH and WKCF, and the channel line-up for Oak Forest, which lists WMOR, printed August 26, 2015).

19. Section 325 of the Communications Act requires cable systems and other multichannel video programming distributors ("MVPDs") to obtain "the express authority of the originating station" to retransmit a broadcasting station's signal. *See* 47 U.S.C. § 325(b)(1)(A).<sup>1</sup> Absent such consent, no cable system or other MVPD "shall retransmit the signal of a broadcasting

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<sup>1</sup> Although Section 325(b) sets forth certain limited exceptions to the retransmission consent requirement, none is applicable here.

station.” *Id.* The Commission codified this requirement in Section 76.64 of its rules, which further requires retransmission consent agreements to be in writing and to “specify the extent of the consent being granted.” 47 C.F.R. § 76.64(a), (j).

20. The legislative history of the Communications Act makes clear that Congress intended the retransmission consent regime to “allow broadcasters to control the use of their signals by anyone engaged in retransmission by whatever means.” *See* S. REP. NO. 102-92 (1991), at 34.

21. Despite Hearst’s repeated attempts to communicate with Florida Cable and its repeated requests that Florida Cable stop its unauthorized retransmission of the Stations’ signals, Florida Cable has refused to cease its unauthorized retransmissions.

22. As the Commission has confirmed, a cable system that “retransmit[s] the signal of a broadcasting station without ‘the express authority’” of the broadcaster “willfully and repeatedly violate[s] Section 325 of the Communications Act . . . and Section 76.64 of the Commission’s rules.” *In re Notice of Apparent Liability for Forfeiture of Bailey Cable TV, Inc.*, 27 FCC Rcd 2625, 2625, ¶ 1 (2012); *In re Notice of Apparent Liability for Forfeiture of Bailey Cable TV, Inc.*, 27 FCC Rcd 2631, 2631, ¶ 1 (2012) (collectively, “*Bailey Cable NALs*”).

23. Florida Cable’s continued retransmission of the Stations’ signals on its systems, in direct contravention of Hearst’s repeated statements and instructions, constitutes a blatant, willful, and ongoing violation of Section 325(b) of the Communications Act and Section 76.64 of the Commission’s rules.

24. The Commission has stated that “properly documented retransmission of a television signal without consent would be grounds for imposition of a forfeiture.” *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Signal*

*Carriage Issues*, Report and Order, 8 FCC Rcd 2965, 3005, ¶ 175 (1993) (“*Must-Carry Order*”); see also 47 C.F.R. § 1.80(a)(2) (declaring that “[a] forfeiture penalty may be assessed against any person found to have . . . [w]illfully or repeatedly failed to comply with any of the provisions of the [Act]; or of any rule, regulation or order issued by the Commission”).

25. The base forfeiture for a cable system retransmitting a television station’s signal without its express authority is \$7,500 per day. See *Bailey Cable NALs*, 27 FCC Rcd at 2628, ¶ 8; *id.* at 2634, ¶ 8; see also *In re TV Max, Inc. and Broadband Ventures Six, LLC d/b/a Wavevision*, Forfeiture Order, 29 FCC Rcd 8648, 8656-57, 8658, ¶¶ 16, 19 (2014) (concluding that MVPD “consciously and deliberately retransmitted the Stations without having written retransmission consent agreements in place,” rendering the violations “willful” and “repeated”; the Commission therefore imposed forfeiture in the amount of \$2,250,000); 47 C.F.R. § 1.80.

26. Florida Cable’s willful and ongoing violation of the Communications Act and the Commission’s rules should subject Florida Cable to a base forfeiture of \$7,500 per day per Station for the period commencing January 1, 2015. The *Bailey Cable NALs* indicate that such a base forfeiture is appropriate, with each day of unlawful carriage of each Station representing a separate violation.<sup>2</sup>

27. In addition, Florida Cable should be ordered to terminate immediately its unauthorized retransmission of the Stations’ signals. The Commission has the authority to enter

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<sup>2</sup> Hearst makes no request that the Commission make any determination as to whether imposition of a forfeiture is appropriate during the time that Florida Cable retransmitted the Stations’ signals without authorization following Florida Cable’s breach of the Prior Agreement (i.e., from July 19, 2014, through December 31, 2014) as that involves a private contract between the parties. Imposition of a forfeiture against Florida Cable is appropriate for its continuing retransmission of the Stations’ signals since January 1, 2015, following expiration of the Prior Agreement and the commencement of a new retransmission consent/must-carry election cycle for which the Stations elected retransmission consent and for which there is no retransmission consent agreement between the parties.

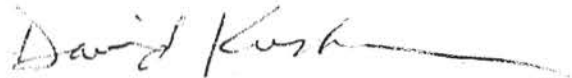
such an order. *See, e.g., In re Complaint of North Texas Broadcasting Corp.*, 10 FCC Rcd 8343, 8344, ¶ 5 (1995) (concluding that “carriage of the signal of [a broadcast station] without its retransmission consent . . . having been obtain[ed] is in violation” of the Communications Act and ordering cable system to “inform the Commission that it has ceased carriage of the signal . . . or received the necessary retransmission consent” within 30 days).

**WHEREFORE**, Hearst respectfully requests that the Commission:

1. Find Florida Cable in violation of the Communications Act and the Commission’s rules;
2. Order Florida Cable to cease immediately its unauthorized retransmission of the Stations’ signals; and
3. Expedite the initiation of a forfeiture proceeding and the issuance of a notice of apparent liability to penalize Florida Cable for its willful and egregious violations of the Communications Act and the Commission’s rules.

Respectfully submitted,

**HEARST TELEVISION INC.  
HEARST PROPERTIES INC.**



David Kushner  
Julia C. Ambrose  
BROOKS, PIERCE, McLENDON,  
HUMPHREY & LEONARD, LLP  
1600 Wells Fargo Capitol Center  
P.O. Box 1800  
Raleigh, North Carolina 27602  
(919) 839-0300

*Attorneys for Hearst Television Inc. and  
Hearst Properties Inc.*

Dated August 27, 2015

## **EXHIBIT I**

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

|   |   |                        |
|---|---|------------------------|
| In the Matter of                        | ) |                        |
|   | ) |                        |
| Florida Cable Inc.                      | ) | MB Docket No. 15-_____ |
|   | ) | CSR: _____             |
| Enforcement Complaint Concerning        | ) |                        |
| Retransmission Without Authorization of | ) |                        |
| WESH(TV), Daytona Beach, Florida,       | ) |                        |
| WKCF(TV), Clermont, Florida, and        | ) |                        |
| WMOR-TV, Lakeland, Florida              | ) |                        |

**DECLARATION OF JAMES J. CARTER**

1. My name is James J. Carter. I am the President and General Manager of Stations WESH(TV), Daytona Beach, Florida, and WKCF(TV), Clermont, Florida.

2. Stations WESH(TV) and WKCF(TV), together with Station WMOR-TV, Lakeland, Florida, (collectively, the "Stations") are owned by Hearst Properties Inc., which is the FCC licensee of the Stations. Hearst Properties Inc. is a subsidiary of Hearst Television Inc. (collectively, "Hearst"). WESH and WKCF operate in the Orlando-Daytona Beach-Melbourne Designated Market Area ("DMA"). WMOR operates in the Tampa-St. Petersburg (Sarasota) DMA.

3. I have read the foregoing Enforcement Complaint and am familiar with the contents thereof.

4. From January 1, 2012, through December 31, 2014, Florida Cable Inc. ("Florida Cable") and Hearst were parties to a retransmission consent agreement (the "Prior Agreement") pursuant to which Florida Cable was authorized to retransmit each of the Stations on certain cable systems owned by Florida Cable. I had negotiated the Prior Agreement on behalf of each of the Stations. Florida Cable defaulted on the Prior Agreement by failing to pay the monthly retransmission consent fees it had agreed to pay. By letter dated July 8, 2014, Hearst provided Florida Cable with a notice of its breach of the Prior Agreement (see Exhibit 1 attached hereto). Florida Cable did not cure its breach, and its authority to retransmit the Stations terminated at 12:01 am on July 19, 2014.

5. On September 4, 2014, I sent Florida Cable retransmission consent election notices for WESH and WKCF in compliance with 47 C.F.R. § 76.64(f) for the election cycle beginning January 1, 2015, and ending December 31, 2017. On that same date, September 4, 2014, Kenneth A. Lucas, then President and General Manager of WMOR, who has since retired, sent to Florida Cable a retransmission consent election notice for WMOR in compliance with 47 C.F.R.

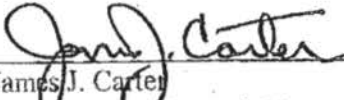
§ 76.64(f) for the election cycle beginning January 1, 2015, and ending December 31, 2017. Each of the notices was received and signed for by Florida Cable. (See retransmission consent election notices from Hearst to Florida Cable, dated September 4, 2014, and signed return receipts, attached hereto as Exhibit 2.)

6. On November 13, 2014, I sent a letter (attached hereto as Exhibit 3) informing Florida Cable that Hearst was prepared to enter into a renewal retransmission consent agreement despite Florida Cable's default under the Prior Agreement if Florida Cable paid the delinquent retransmission consent fees. My letter informed Florida Cable that if the parties did not enter a new retransmission consent agreement before the Prior Agreement expired, then Florida Cable would have no authorization to retransmit the three Stations after December 31, 2014. The U.S. Postal Service return receipt card (attached hereto in Exhibit 3) confirms that Florida Cable received my November 13, 2014, letter. However, Florida Cable never responded.

7. On December 16, 2014, I attempted to have a telephone conversation with Florida Cable's CEO and Chairman, David Suarez, to discuss these matters. I was not able to reach Mr. Suarez, and he did not return my telephone call.

8. After the expiration of the Prior Agreement on December 31, 2014, upon information and belief, Florida Cable continued to retransmit the signals of all three Stations. Accordingly, by letter dated January 14, 2015 (attached hereto as Exhibit 4), Hearst informed Florida Cable that it was no longer authorized to retransmit the Stations' signals and demanded that it immediately cease the unauthorized retransmission. The U.S. Postal Service return receipt card (attached hereto in Exhibit 4) confirms that Florida Cable received the January 14, 2015, letter. Again, Florida Cable did not respond to the letter.

9. I have reviewed the foregoing Enforcement Complaint and found the factual matters set forth therein to be true and correct to the best of my knowledge and belief. In addition, to the best of my knowledge, information, and belief formed after reasonable inquiry, the Complaint is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and it is not interposed for any improper purpose. I declare under penalty of perjury that the foregoing is true and correct.

  
James J. Carter  
President and General Manager  
WESH(TV) / WKCF(TV)  
1021 North Wymore Road  
Winter Park, Florida 32789

Dated August 26, 2015

**EXHIBIT 1**

HEARST television inc

July 8, 2014

Jonathan C. Mintzer  
Vice President & General Counsel

Via Certified U.S. Mail, Return Receipt Requested

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

Re: Digital Retransmission Consent Agreement

Dear Mr. Russo:

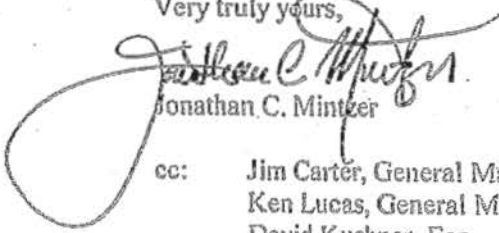
Florida Cable is in breach of the Retransmission Consent Agreement between Florida Cable TV Networks, Inc. and Orlando Hearst-Argyle Television, Inc. ("Hearst") commencing January 1, 2012 (the "Agreement"). Pursuant to the terms of the Agreement, Florida Cable agreed to pay Hearst a monthly retransmission consent fee (the "Monthly Fee") in exchange for Hearst's consent to the retransmission of the digital and analog signals of television stations WESH, WKCF and WMOR to Florida Cable's subscribers. Since the inception of the Agreement, Florida Cable has failed to pay Hearst the agreed-upon Monthly Fee, despite repeated inquiries by the stations.

PLEASE TAKE NOTICE that Hearst is hereby terminating the Agreement unless Florida Cable pays Hearst all past due amounts, plus interest at the rate of one and one-half percent (1.5%) per month (as required under the Agreement), by July 18, 2014. Based upon information provided by Florida Cable, we estimate the past due amount, including interest, at \$[REDACTED]. If said \$[REDACTED] amount is not paid in full by July 18, 2014 the Agreement shall automatically terminate. If so terminated, Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, July 19, 2014.

Furthermore, such termination shall be in addition to, and not in lieu of, all additional rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact the undersigned if you have any questions.

Very truly yours,

  
Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH-TV/WKCF-TV  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

300 West 57th Street  
New York, NY 10019-3789  
T 212 887 6817  
F 212 887 6855

## EXHIBIT 2



JAMES J. CARTER  
PRESIDENT & GENERAL MANAGER

VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Re: 2015-2017 Three-Year Election for Retransmission Consent

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WESH-TV and WESH-DT Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Sincerely,

James J. Carter  
President/General Manager

Enclosure

cc: Public File

1021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext.7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO BY WAY

HEARST television inc

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WESH-TV and WESH-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WESH-TV and WESH-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies); and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL - OAK SPRINGS MHP LAKE, FL ASTATULA  
LAKE, FL SILVER SPRINGS, MARION, FL - ANTHONY, MARION, FL - HAWTHORNE  
ALACHUA, FL - HAWTHORNE, PUTNAM, FL - ZELLWOOD, ORANGE, FL - SAINT  
CLOUD, OSCEOLA, FL - KENANSVILLE, OSCEOLA, FL - Ocala MARION, FL -  
OLD TOWN DIXIE, FL - CLERMONT, LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

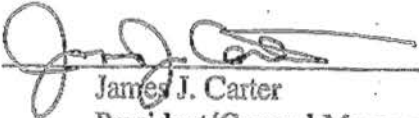
This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WESH-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2 and 4. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address so we can return the card to you.
- Attach this card to the back of the mail piece on the front flap as indicated.

1. Addressee's name

James Pierce, Jr.  
Florida Cable, Inc.  
23505 Stetson Ave.  
Astor, FL 32102

2. Addressee's address

3. Addressee's city, state and ZIP

**COMPLETE THIS SECTION ON DELIVERY**

4. Signature of addressee ☒ or agent ☐ ☐ Return Address

5. Date of delivery ☐ 6. Date of delivery ☐ 7. Date of delivery ☐

8. Is delivery address different from item 1? ☐ YES, enter delivery address below ☐ NO

Service type: ☐ Registered Mail ☐ Priority Mail Express ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Restricted Delivery ☐

7014 1200 0002 3638 7149

ES: Jan 30 1984 JUL 20 1984

Domestic Return Receipt



JAMES J. CARTER  
PRESIDENT & GENERAL MANAGER

VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Re: 2015-2017 Three-Year Election for Retransmission Consent

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WKCF and WKCF-DT, Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Enclosure

cc: Public File

Sincerely,

  
James J. Carter  
President/General Manager

1021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext.7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | NoTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

Hearst television inc

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WKCF-TV and WKCF-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WKCF-TV and WKCF-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL, - OAK SPRINGS MHP LAKE,  
FL - ASTATULA LAKE, FL - SILVER SPRINGS MARION, FL -  
ANTHONY MARION, FL - HAWTHORNE ALACHUA, FL - HAWTHORNE  
PUTNAM, FL - ZELLWOOD ORANGE, FL - SAINT CLOUD OSCEOLA,  
FL - KENANSVILLE OSCEOLA, FL - Ocala MARION, FL - OLD TOWN  
DIXIE, FL - CLERMONT LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WKCF-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

**SENDER: COMPLETE THIS SECTION**

- Complete items 1-4 and attach to the item in the enclosed delivery card.
- Print your name and address in the space so that we can return the card to you.
- Attach this card to the top of the item or on the front (if space permits).

1. Addressee's name

James Pierce, Jr.  
Florida Cable Inc  
23505 State Road 46  
Astor FL 32102

2. Addressee's address

3. Addressee's city

4. Addressee's state

**COMPLETE THIS SECTION ON DELIVERY**

Signature *[Signature]*  
Full name *Tyler Clarkson*  
City *St. Louis*  
State *MO*  
Zip *63104*

3. Addressee's city  
4. Addressee's state  
5. Addressee's zip

7014 1200 0002 3638 7132

September 4, 2014

**VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED**

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

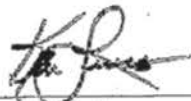
**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WMOR-TV, Tampa, Florida (the "Station") elects to require Florida Cable which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Sincerely,



Kenneth A. Lucas  
President and General Manager

Enclosure

cc: Public File

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Hernando

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By: 

Kenneth A. Lucas  
President and General Manager

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Citrus

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

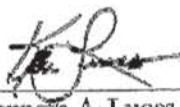
This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By:

  
Kenneth A. Lucas  
President and General Manager

**U.S. Postal Service**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|   |         |
|---|---------|
| Postage   | \$ 0.48 |
| Certified Fee                                     | 3.30    |
| Return Receipt Fee<br>(Endorsement Required)      | 2.70    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$6.48  |

Postmark  
Here

Sent To  
 James Pierce FI Cable  
 Street, Apt. No.,  
 or PO Box No. PO Box 498  
 City, State, ZIP+4<sup>®</sup> Astor, FL 32102  
 PS Form 3811, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 James Pierce  
 Florida Cable  
 PO Box 498  
 Astor, FL 32102

2. Article Number:  
 (Transfer from service label)

7013 1710 0001 3889 5110

PS Form 3811, July 2013

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 x John [Signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Tyler Clarkson C. Date of Delivery 9-10-14

D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail<sup>®</sup> ☐ Priority Mail Express<sup>™</sup>  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

**EXHIBIT 3**



**JAMES J. CARTER**  
PRESIDENT & GENERAL MANAGER

November 13, 2014

Via Certified U.S. Mail, Return Receipt Requested

Mr. James Pierce  
Florida Cable  
23505 State Road 40  
Astor, Florida 32102

**Re: Retransmission Consent Agreement/WESH-TV, WKCF-TV, WMOR-TV**

Dear Mr. Pierce:

Hearst's current Retransmission Consent Agreement ("Agreement") with Florida Cable will expire on December 31, 2014. Florida Cable is in default of that Agreement due to the failure to pay Hearst the contractually agreed upon consideration required thereunder. The current delinquent amount is \$[REDACTED].

Hearst is prepared to offer Florida Cable a renewal agreement upon remittance of the outstanding amount. If that amount is not paid in full and a renewal agreement is not secured prior to the expiration (or earlier termination due to breach) of the current Agreement, then Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, December 31, 2014.

Please immediately remit the \$[REDACTED] past due amount in accordance with the payment instructions of the Agreement in order to receive a renewal proposal.

Nothing herein is intended to nor shall act to waive any rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact me if you have any questions.

Very truly yours,


James J. Carter  
President & General Manager  
WESH-TV/WKCF-TV

cc: Ken Lucas, General Manager, WMOR-TV  
Jonathan C. Mintzer, Esq.  
David Kushner, Esq.

1021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext. 7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

HEARST television inc

| SENDER: COMPLETE THIS SECTION  |  | COMPLETE THIS SECTION ON DELIVERY  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> |  | A. Signature<br>X <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee  |  |
| 1. Article Addressed to:<br>James Pierce<br>40 Florida Cable TV<br>23505 SR 40<br>Astor, Florida 32102   |  | B. Received by (Printed Name)<br>Tales Clarkson<br>C. Date of Delivery<br>11-14-14   |  |
| 2. Article Number<br>(Transfer from service label)<br>7014 1200 0002 3638 7644   |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If YES, enter delivery address below: |  |
| 3. Service Type<br><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered® <input type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Insured Mail® <input type="checkbox"/> Collect on Delivery              |  | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| PS Form 3811, July 2013 Domestic Return Receipt  |  |  |  |

| U.S. Postal Service™  |  |
|---|--|
| CERTIFIED MAIL® RECEIPT   |  |
| (Domestic Mail Only; No Insurance Coverage Provided)  |  |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>                                      |  |
| OFFICIAL USE  |  |
| Postage \$  |  |
| Certified Fee   |  |
| Return Receipt Fee (Endorsement Required)   |  |
| Restricted Delivery Fee (Endorsement Required)  |  |
| Total Postage & Fees \$   |  |
| Sent to<br>James Pierce 40 FL Cable TV<br>Street, Apt. No., or PO Box No. 23505 SR 40<br>City, State, ZIP+4® Astor, Florida 32102 |  |
| PS Form 3800, August 2006 See Reverse for Instructions  |  |

**EXHIBIT 4**

January 14, 2015

**Via Certified U.S. Mail, Return Receipt Requested**

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

**Re: No Retransmission Consent Agreement for Stations WESH, WKCF and WMOR.**

Dear Mr. Russo:

**PLEASE TAKE NOTICE** that Florida Cable has lost its authorization to retransmit the signals of television stations WESH, WKCF (both stations in the Orlando-Daytona Beach-Melbourne DMA) and WMOR (in the Tampa-St. Petersburg-Sarasota DMA).

**EFFECTIVE IMMEDIATELY**, cease all transmissions, retransmissions and distributions of any kind of each of the foregoing stations, including all the stations' programming and other content and materials.

Florida Cable's failure to immediately comply with the demands of this notice letter may result in claims of copyright infringement, violations of the Communications Act and FCC regulations, and fines, penalties and damages associated therewith together with costs, interest, and reasonable attorney's fees incurred in pursuing such claims.

Please confirm to me that you have ceased all distribution of WESH-TV, WKCF-TV and WMOR-TV.

Nothing in this letter act or be deemed to waive any rights or remedies of any of the foregoing stations or their respective owners for the retransmission, exhibition or other distribution of any of the aforementioned stations, or any content or materials of the stations, without appropriate permissions, licenses or other authorizations. Please contact the undersigned if you have any questions.

Very truly yours,

Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH(TV)/WKCF  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Florida Cable  
 Attn: John Russo  
 23505 State Road 40  
 Aventura FL 33101

## 2. Article Number

(Transfer from service label)

7004 1350 0000 8902 3425

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X ☒ Agent☐ Addressee

## B. Received by (Printed Name)

Lance English

## C. Date of Delivery

1/20/2015

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ G.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Susan Lawm's  
 Hearst TV  
 300 W. 57th Street, 39th Floor  
 New York, NY 10019

## **EXHIBIT II**

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

In the Matter of

Florida Cable Inc.

Enforcement Complaint Concerning  
Retransmission Without Authorization of  
WESH(TV), Daytona Beach, Florida,  
WKCF(TV), Clermont, Florida, and  
WMOR-TV, Lakeland, Florida

MB Docket No. 15-\_\_\_\_  
CSR \_\_\_\_\_

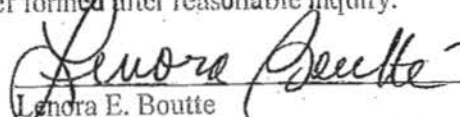
**DECLARATION OF LENORA E. BOUTTE**

1. My name is Lenora E. Boutte. I serve as the Director of Programming and Public Affairs for Stations WESH(TV), Daytona Beach, Florida, and WKCF(TV), Clermont, Florida.

2. On the morning of July 21, 2015, I called the offices of Florida Cable Inc. ("Florida Cable") at approximately 9:00 a.m. I spoke with the receptionist, who did not provide her name. I asked whether Florida Cable provided cable television service in the Astor, Florida, area. She said yes. I then asked the receptionist if all local stations were available on Florida Cable's systems, since I wanted to be sure that I received local weather and news information. She said yes but noted that Florida Cable was currently involved in a contract dispute with WFTV, which they hoped to have resolved soon.

3. Later that morning, I made a second telephone call to Florida Cable at approximately 11:00 a.m. I spoke with a different employee of Florida Cable who provided only her first name, Karina. I told Karina that I had spoken with another Florida Cable employee earlier in the day and wanted to confirm that Florida Cable carried the Orlando market television stations, including WESH and WKCF. Karina said that that was correct, although she repeated that Florida Cable was then currently involved in a dispute with WFTV.

4. I declare under penalty of perjury that the facts contained herein are true and correct to the best of my knowledge, information, and belief formed after reasonable inquiry.

  
Lenora E. Boutte

Director of Programming and Public Affairs  
WESH(TV) / WKCF(TV)  
1021 North Wymore Road  
Winter Park, Florida 32789

Dated August 26, 2015

### **EXHIBIT III**



1600 WELLS FARGO CAPITOL CENTER  
150 FAYETTEVILLE STREET  
RALEIGH, NC 27601

T 919.839.0300  
F 919.839.0304  
WWW.BROOKSPIERCE.COM

July 23, 2015

**Via Overnight Courier and Certified U.S. Mail, Return Receipt Requested**

Mr. Gary M. English  
President  
Florida Cable Inc.  
23505 State Road 40  
Astor, Florida 32102-2907

**Re: Retransmission of Stations WESH(TV), WKCF(TV), and WMOR-TV  
Without Authorization**

Dear Mr. English:

This firm is outside legal counsel to Hearst Television Inc. and its subsidiary Hearst Properties Inc. (collectively, "Hearst"), licensee of Stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida (the "Stations").

Upon information and belief, Florida Cable Inc. ("Florida Cable") continues to retransmit without authorization the broadcast signals of the Stations despite previous notices to Florida Cable of the lack of such authorization.

From January 1, 2012, through December 31, 2014, Florida Cable and Hearst were parties to a retransmission consent agreement (the "Prior Agreement") governing carriage of the Stations by Florida Cable. Florida Cable defaulted on the Prior Agreement by failing to pay Hearst the required monthly retransmission consent fees it agreed to. By letter dated July 8, 2014, Hearst provided Florida Cable with a notice of its breach of the Prior Agreement. (See breach letter from Hearst to Florida Cable, dated July 8, 2014, attached hereto as Exhibit A.)

By letters dated September 4, 2014, Hearst sent Florida Cable retransmission consent election notices for each of the Stations in compliance with 47 C.F.R. § 76.64(f) for the election cycle commencing January 1, 2015, and ending December 31, 2017. Each of the notices was received and signed for by Florida Cable. (See retransmission consent election notices from Hearst to Florida Cable, dated September 4, 2014, and signed return receipts, attached hereto as Exhibit B.) Consequently, Florida Cable cannot retransmit the Stations on a must carry basis.

Mr. Gary M. English  
July 23, 2015  
Page 2

By letter dated November 13, 2014, Hearst informed Florida Cable that, despite being in default of the Prior Agreement, it was prepared to enter into a renewal retransmission consent agreement if Florida Cable paid the delinquent retransmission consent fees, and Hearst further informed Florida Cable that if such a renewal agreement were not secured prior to the expiration date of the Prior Agreement, then Florida Cable would have no basis for authorization to retransmit the Stations after December 31, 2014. (See letter from Hearst to Florida Cable, dated November 13, 2014, attached hereto as Exhibit C.)

Having received no response from Florida Cable to any of its letters, but upon information and belief that Florida Cable was continuing to retransmit the Stations after December 31, 2014, without any basis for authorization to do so, Hearst sent Florida Cable a further notice, dated January 14, 2015, clearly informing Florida Cable that it had lost its authorization to retransmit the Stations and demanding that Florida Cable cease such retransmissions. (See cease and desist letter from Hearst to Florida Cable, dated January 14, 2015, attached hereto as Exhibit D.) Notwithstanding the request that Florida Cable confirm that it had ceased its unauthorized retransmissions, Hearst received no response from Florida Cable.

Despite its lack of authorization to retransmit the Stations, Florida Cable's channel line-ups continue to list each of the Hearst Stations (see Florida Cable channel line-ups for Astor/Volusia/Pierson listing WESH and WKCF and for Oak Forest listing WMOR, printed July 22, 2015, attached hereto as Exhibit E), and, recently, a Florida Cable representative confirmed by telephone that the Stations are available on Florida Cable systems.

Mr. English, I cannot stress enough the seriousness and urgency of this matter.

Retransmission of a television station's signal without the station's express authorization is a violation of the federal Communications Act of 1934, as amended.

The Federal Communications Commission ("FCC") has stated that the base forfeiture for a cable system retransmitting a television station's signal without its express authority is \$7,500 per day. See *Bailey Cable TV, Inc.*, DA 12-420 (released Mar. 16, 2012); *Bailey Cable TV, Inc.*, DA 12-421 (released Mar. 16, 2012); *TV Max, Inc. and Broadband Ventures Six, LLC*, Forfeiture Order, FCC 14-95 (released July 7, 2014) (ordering \$2,250,000 forfeiture for retransmissions without authorization).

Florida Cable's retransmission without authorization of these three Hearst Stations' signals could subject Florida Cable to a base forfeiture of \$7,500 per day per Station, with the amount subject to increase for each day that Florida Cable continues to retransmit the signals without authorization. Even putting aside any period of time during the Prior Agreement during which Florida Cable retransmitted the Stations after the Prior Agreement was terminated for breach, in calendar year 2015 alone, Florida Cable has retransmitted the Stations for two hundred four (204) days through today (July 23, 2015). At the base forfeiture amount, Florida Cable could be subject to a forfeiture of **\$4,590,000**. This amount could be increasing by \$22,500 per day for the three Stations for each additional day that Florida Cable continues to retransmit the Stations' signals with authorization. The *TV Max* case, cited above, establishes that the FCC will issue forfeitures

Mr. Gary M. English  
July 23, 2015  
Page 3

in the millions of dollars even to small cable operators that violate the Communications Act's retransmission consent requirement.

**PLEASE TAKE NOTICE** that if Florida Cable does not immediately cease retransmission of each of the Stations on Florida Cable's systems and provide written confirmation to the undersigned no later than **Monday, August 10, 2015**, then Hearst will file a complaint with the FCC seeking an order directing Florida Cable to cease its unauthorized retransmission of the Stations and further seeking the imposition of the maximum forfeiture for Florida Cable's egregious conduct.

In addition, you should be aware that each of the Stations' signals contains programming for which the Station is the copyright owner or licensee. Distribution of such programming without authorization is a violation of the federal Copyright Act of 1976, as amended. Willful infringement of copyrighted material may subject the infringer to statutory damages of as much as \$150,000 per infringement.

Nothing in this letter shall be deemed to waive any rights or remedies that Hearst or the Stations may have, including, but not limited to, the right to file a copyright infringement action against Florida Cable or the right to collect the delinquent amounts owed by Florida Cable under the Prior Agreement.

As indicated herein, if you do not immediately cease and desist your unauthorized retransmissions, Hearst will take action to vigorously enforce its legal rights.

Please direct all communications concerning this matter to the undersigned.

Sincerely,



David Kushner  
Counsel to Hearst Television Inc. and  
Hearst Properties Inc.

cc: Mr. David S. Suarez, CEO & Chairman, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)  
Mr. James Pierce, Vice President, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)

Jonathan C. Mintzer, Esq.  
Frank Biancuzzo  
Jim Carter  
Pamela Barber

**EXHIBIT A**

**HEARST television inc**

July 8, 2014

Jonathan C. Mintzer  
Vice President & General Counsel

Via Certified U.S. Mail, Return Receipt Requested

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

Re: **Digital Retransmission Consent Agreement**

Dear Mr. Russo:

Florida Cable is in breach of the Retransmission Consent Agreement between Florida Cable TV Networks, Inc. and Orlando Hearst-Argyle Television, Inc. ("Hearst") commencing January 1, 2012 (the "Agreement"). Pursuant to the terms of the Agreement, Florida Cable agreed to pay Hearst a monthly retransmission consent fee (the "Monthly Fee") in exchange for Hearst's consent to the retransmission of the digital and analog signals of television stations WESH, WKCF and WMOR to Florida Cable's subscribers. Since the inception of the Agreement, Florida Cable has failed to pay Hearst the agreed-upon Monthly Fee, despite repeated inquiries by the stations.

PLEASE TAKE NOTICE that Hearst is hereby terminating the Agreement unless Florida Cable pays Hearst all past due amounts, plus interest at the rate of one and one-half percent (1.5%) per month (as required under the Agreement), by July 18, 2014. Based upon information provided by Florida Cable, we estimate the past due amount, including interest, at \$[REDACTED]. If said \$[REDACTED] amount is not paid in full by July 18, 2014 the Agreement shall automatically terminate. If so terminated, Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, July 19, 2014.

Furthermore, such termination shall be in addition to, and not in lieu of, all additional rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact the undersigned if you have any questions.

Very truly yours,

  
Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH-TV/WKCF-TV  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

300 West 57th Street  
New York, NY 10019-3789  
T 212 887 6817  
F 212 887 6855

**EXHIBIT B**



**JAMES J. CARTER**  
PRESIDENT & GENERAL MANAGER

**VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED**

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:


In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WESH-TV and WESH-DT Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Enclosure

cc: Public File

Sincerely,

  
James J. Carter  
President/General Manager

2021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext. 7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

HEARST television inc

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WESH-TV and WESH-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WESH-TV and WESH-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL - OAK SPRINGS MHP LAKE, FL ASTATULA  
LAKE, FL SILVER SPRINGS, MARION, FL - ANTHONY, MARION, FL - HAWTHORNE  
ALACHUA, FL - HAWTHORNE, PUTNAM, FL - ZELLWOOD, ORANGE, FL - SAINT  
CLOUD, OSCEOLA, FL - KENANSVILLE, OSCEOLA, FL - OCALA MARION, FL -  
OLD TOWN DIXIE, FL - CLERMONT, LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WESH-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete item 1, 2 and 4. Also complete item 1B (Registered Delivery) if required.
- ☐ Item 3 (Insurance) and item 5 (Signature) if required.
- ☐ If you wish to return the item, attach this card to the back of the item.
- ☐ If you do not wish to return the item, attach this card to the back of the item.

James H. de Silva  
Florida Cable Co.  
3501 St. Louis Ave.  
Astor, FL 32002

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ *[Signature]*  
 B. Recipient's Name *[Name]* ☐ *[Name]*  
 C. Recipient's Address *[Address]* ☐ *[Address]*  
 D. Is delivery address different from item B? ☐ YES ☐ NO  
 If YES, enter delivery address below: *[Address]*

☐ Registered Mail ☐ Registered Mail Express  
☐ Registered ☐ Registered for Merchandise  
☐ Insured Mail ☐ Collection, Silver  
☐ Restricted Mail (EMS) ☐ EMS

7014 1200 0002 3636 7149

ESPION 1874 UNIVAD 1200 0002 3636 7149



JAMES J. CARTER  
PRESIDENT & GENERAL MANAGER

VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Re: 2015-2017 Three-Year Election for Retransmission Consent

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WKCF and WKCF-DT, Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Enclosure

cc: Public File

Sincerely,

James J. Carter  
President/General Manager

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WKCF-TV and WKCF-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WKCF-TV and WKCF-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL, - OAK SPRINGS MHP LAKE,  
FL - ASTATULA LAKE, FL - SILVER SPRINGS MARION, FL -  
ANTHONY MARION, FL - HAWTHORNE ALACHUA, FL - HAWTHORNE  
PUTNAM, FL - ZELLWOOD ORANGE, FL - SAINT CLOUD OSCEOLA,  
FL - KENANSVILLE OSCEOLA, FL - Ocala MARION, FL - OLD TOWN  
DIXIE, FL - CLERMONT LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WKCF-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

COMPLETE THIS SECTION ON DELIVERY

■ **Corporate Governance**—This section  
 ■ **Board of Directors**—This section  
 ■ **Executive Compensation**—This section  
 ■ **Shareholder Rights**—This section  
 ■ **Other Information**—This section

James P. ...  
Florida ...  
235 ...  
Astoria ...

|  |  |   |  |
|--|--|---|--|
| E-1<br>Name: <i>W. J. [illegible]</i><br>Address: <i>[illegible]</i> |  | E-2<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>  |  |
| E-3<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>       |  | E-4<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>  |  |
| E-5<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>       |  | E-6<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>  |  |
| E-7<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>       |  | E-8<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>  |  |
| E-9<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i>       |  | E-10<br>Name: <i>[illegible]</i><br>Address: <i>[illegible]</i> |  |

3638 7133

7014 1200: 0002 3638 7132

September 4, 2014

**VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED**

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WMOR-TV, Tampa, Florida (the "Station") elects to require Florida Cable which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Sincerely,



Kenneth A. Lucas  
President and General Manager

Enclosure

cc: Public File

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Hernando

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By:



Kenneth A. Lucas  
President and General Manager

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Citrus

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By:



Kenneth A. Lucas  
President and General Manager

**U.S. Postal Service**  
**CERTIFIED MAIL - RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|   |               |
|---|---------------|
| Postage   | \$ 0.48       |
| Certified Fee                                     | 3.30          |
| Return Receipt Fee<br>(Endorsement Required)      | 2.70          |
| Restricted Delivery Fee<br>(Endorsement Required) |               |
| <b>Total Postage &amp; Fees</b>                   | <b>\$6.48</b> |

Postmark  
Here

Sent To James Pierce FI Cable  
 Street, Apt. No. PO Box 498  
 or PO Box No. Astoria, FI 32102  
 City, State, ZIP+4

7013 1710 0001 3884 5110

| SENDER: COMPLETE THIS SECTION   |  | COMPLETE THIS SECTION ON DELIVERY  |  |
|---|--|--|--|
| <p>1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>2. Print your name and address on the reverse so that we can return this card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>4. Article Addressed to:</p> <p><u>James Pierce</u><br/> <u>Florida Cable</u><br/> <u>PO Box 498</u><br/> <u>Astoria, FI 32102</u></p> |  | <p>A. Signature</p> <p><u>X John</u> <u>[Signature]</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Tyler Clarkson</u> C. Date of Delivery <u>9-10-14</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>         If YES, enter delivery address below:</p> |  |
| <p>2. Article Number (transfer from service label)</p> <p><u>7013 1710 0001 3884 5110</u></p>   |  | <p>3. Service type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>  |  |
| <p>PS Form 3811, July 2013.</p>   |  | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>   |  |

Domestic Return Receipt

**EXHIBIT C**



JAMES J. CARTER  
PRESIDENT & GENERAL MANAGER

November 13, 2014

Via Certified U.S. Mail, Return Receipt Requested

Mr. James Pierce  
Florida Cable  
23505 State Road 40  
Astor, Florida 32102

Re: Retransmission Consent Agreement/WESH-TV, WKCF-TV, WMOR-TV

Dear Mr. Pierce:

Hearst's current Retransmission Consent Agreement ("Agreement") with Florida Cable will expire on December 31, 2014. Florida Cable is in default of that Agreement due to the failure to pay Hearst the contractually agreed upon consideration required thereunder. The current delinquent amount is \$ [REDACTED]

Hearst is prepared to offer Florida Cable a renewal agreement upon remittance of the outstanding amount. If that amount is not paid in full and a renewal agreement is not secured prior to the expiration (or earlier termination due to breach) of the current Agreement, then Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, December 31, 2014.

Please immediately remit the \$ [REDACTED] past due amount in accordance with the payment instructions of the Agreement in order to receive a renewal proposal.

Nothing herein is intended to nor shall act to waive any rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact me if you have any questions.

Very truly yours,

James J. Carter  
President & General Manager  
WESH-TV/WKCF-TV

cc: Ken Lucas, General Manager, WMOR-TV  
Jonathon C. Mintzer, Esq.  
David Kusiner, Esq.

1022 North Wymore Road • Winter Park, FL 32789 • TEL 407 648-2222 Ext. 7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MoTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

HEARST television inc

**EXHIBIT D**

January 14, 2015

**Via Certified U.S. Mail, Return Receipt Requested**

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

**Re: No Retransmission Consent Agreement for Stations WESH, WKCF and WMOR.**

Dear Mr. Russo:

**PLEASE TAKE NOTICE** that Florida Cable has lost its authorization to retransmit the signals of television stations WESH, WKCF (both stations in the Orlando-Daytona Beach-Melbourne DMA) and WMOR (in the Tampa-St. Petersburg-Sarasota DMA).

**EFFECTIVE IMMEDIATELY**, cease all transmissions, retransmissions and distributions of any kind of each of the foregoing stations, including all the stations' programming and other content and materials.

Florida Cable's failure to immediately comply with the demands of this notice letter may result in claims of copyright infringement, violations of the Communications Act and FCC regulations, and fines, penalties and damages associated therewith together with costs, interest, and reasonable attorney's fees incurred in pursuing such claims.

Please confirm to me that you have ceased all distribution of WESH-TV, WKCF-TV and WMOR-TV.

Nothing in this letter act or be deemed to waive any rights or remedies of any of the foregoing stations or their respective owners for the retransmission, exhibition or other distribution of any of the aforementioned stations, or any content or materials of the stations, without appropriate permissions, licenses or other authorizations. Please contact the undersigned if you have any questions.

Very truly yours,

Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH(TV)/WKCF  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

**EXHIBIT E**

## **Florida Cable Inc.**

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### **Astor / Volusia / Pierson**

| Basic |                               |
|-------|-------------------------------|
| 2     | WESH 2 NBC                    |
| 3     | WDSC 15 PBS                   |
| 4     | WACX 55 Independent           |
| 5     | WRBW 65 UPN                   |
| 6     | WKMG 6 CBS                    |
| 7     | Local Origination             |
| 8     | WKCF 18 CW                    |
| 9     | WFTV 9 ABC                    |
| 10    | TV Guide                      |
| 11    | WUCF 68 PBS                   |
| 12    | WOFL 35 Fox                   |
| 13    | The Weather Channel           |
| 14.1  | WESH 2 NBC HD**               |
| 14.2  | WESH 2 MeTV HD**              |
| 14.11 | WKMG 6 CBS HD**               |
| 14.12 | WKMG 6 Live Well Network HD** |
| 15.1  | WFTV 9 ABC HD**               |
| 15.2  | WFTV 9 MegaTV HD**            |
| 15.3  | WFTV 9 GritTV HD**            |
| 15.11 | WOFL 35 Fox HD**              |
| 16.1  | WUCF 24 PBS HD**              |
| 16.2  | WUCF 24 Create HD**           |
| 16.3  | WUCF 24 World HD**            |
| 16.4  | WUCF 24 V-Me HD**             |
| 16.11 | WDSC 15 PBS HD**              |
| 16.12 | WDSC 15 Florida Channel HD**  |
| 16.13 | WDSC 15 WV HD**               |
| 17    | CNN                           |
| 18    | CNBC                          |
| 19    | Fox News                      |
| 20    | ESPN                          |
| 21    | ESPN 2                        |

|    |                           |
|----|---------------------------|
| 22 | Sun Sports                |
| 33 | Fox Sports 1              |
| 34 | TBS Superstation          |
| 35 | American Movie Classics   |
| 36 | Turner Classic Movies     |
| 37 | Turner Network Television |
| 38 | ABC Family                |
| 39 | Lifetime                  |
| 40 | USA Network               |
| 41 | Syfy                      |
| 42 | Discovery Channel         |
| 43 | The Learning Channel      |
| 44 | History Channel           |
| 45 | Arts & Entertainment      |
| 46 | Home and Garden TV        |
| 47 | Food Network              |
| 48 | Spike TV                  |
| 49 | Country Music Television  |
| 50 | VH-1                      |
| 51 | MTV                       |
| 52 | TV Land                   |
| 53 | Nickelodeon               |
| 54 | Cartoon Network           |
| 55 | Galavision                |
| 56 | Univision                 |
| 57 | UniMas                    |
| 58 | WGN Chicago               |
| 59 | Travel Channel            |
| 60 | FX                        |
| 61 | Animal Planet             |
| 62 | Home Shopping Network     |
| 63 | WRDQ 27 JP Independent    |
| 64 | CSPAN                     |
| 95 | CNN Headline News         |
| 98 | E! Entertainment          |

**Digital Basic**

|     |                   |
|-----|-------------------|
| 110 | A&E Biography     |
| 111 | BBC America       |
| 112 | Bravo West        |
| 113 | Bravo             |
| 114 | cloo              |
| 120 | Game Show Network |
| 121 | Teen Nick         |
| 122 | Nick Jr.          |
| 123 | Discovery Kids    |
| 124 | Nick Toons        |
| 130 | MTV 2             |
| 131 | MTV Hits          |
| 132 | VH 1 Classic Rock |
| 133 | CMT Pure Country  |

|     |                              |
|-----|------------------------------|
| 134 | VH 1 Soul                    |
| 135 | Centric                      |
| 136 | Fuse                         |
| 137 | Great American Country       |
| 138 | MTV U                        |
| 159 | Esquire                      |
| 160 | Destination America          |
| 161 | G4TV                         |
| 163 | Discovery Fit and Health     |
| 164 | Oprah Winfrey Network        |
| 165 | Pivot                        |
| 166 | Trinity Broadcasting Network |
| 167 | The Word                     |
| 168 | SonLife Network              |
| 211 | Bloomberg TV                 |
| 250 | Science Channel              |
| 251 | Investigation Discovery      |
| 252 | American Heroes Channel      |
| 253 | National Geographic          |
| 261 | H2                           |
| 295 | EVINE Live                   |
| 311 | FXX East                     |
| 312 | Golf Channel                 |
| 313 | Outdoor Channel              |
| 314 | ESPN Classics                |
| 315 | ESPN News                    |
| 316 | NBC Sports Network           |
| 510 | Independent Film Channel     |
| 511 | Women's Entertainment        |
| 512 | FX Movie Channel             |
| 513 | Lifetime Movie Network       |
| 514 | Sundance                     |

**Digital Premium Movies**

|     |                    |
|-----|--------------------|
| 410 | HBO                |
| 411 | HBO 2              |
| 412 | HBO Signature      |
| 413 | HBO Family         |
| 414 | HBO West           |
| 415 | HBO Family West    |
| 416 | HBO Comedy         |
| 417 | HBO Zone           |
| 418 | HBO 2 West         |
| 419 | HBO Signature West |
| 420 | Cinemax            |
| 421 | More Max           |
| 422 | Cinemax West       |
| 423 | More Max West      |
| 424 | Action Max         |
| 425 | Thriller Max       |
| 430 | Showtime           |

|     |                             |
|-----|-----------------------------|
| 431 | Showtime 2                  |
| 432 | Showtime Showcase           |
| 433 | Showtime Extreme            |
| 434 | Showtime West               |
| 435 | Showtime Showcase West      |
| 436 | Showtime Extreme West       |
| 437 | Showtime Next               |
| 438 | Showtime Family             |
| 439 | Showtime Women              |
| 440 | The Movie Channel           |
| 441 | The Movie Channel Xtra      |
| 442 | The Movie Channel Xtra West |
| 443 | The Movie Channel West      |
| 444 | Showtime 2 West             |
| 445 | Flix                        |
| 450 | Starz!                      |
| 451 | Starz! Edge West            |
| 452 | Starz! In Black             |
| 453 | Starz! West                 |
| 454 | Starz! Cinema               |
| 455 | Starz! Kids & Family        |
| 456 | Starz! Comedy               |
| 457 | Starz! Edge West            |
| 460 | Encore                      |
| 461 | Encore Suspense             |
| 462 | Encore Action               |
| 463 | Encore Westerns             |
| 464 | Encore Classic              |
| 465 | Encore Black                |
| 466 | Encore West                 |
| 467 | Encore Action West          |
| 468 | Encore Black West           |
| 469 | Encore Family               |
| 470 | Encore Westerns West        |
| 471 | Encore Classic West         |
| 472 | Encore Suspense West        |

**HDTV**

|     |                             |
|-----|-----------------------------|
| 701 | WESH 2 NBC HD               |
| 702 | WEST 2 MeTV HD              |
| 705 | WKMG 6 CBS HD               |
| 706 | WKMG 6 Live Well Network HD |
| 711 | WFTV 9 ABC HD               |
| 712 | WFTV 9 MegaTV HD            |
| 713 | WFTV 9 GritTV HD            |
| 715 | WOFL 35 Fox HD              |
| 721 | WUCF 68 PBS HD              |
| 722 | WUCF 68 Create HD           |
| 723 | WUCF 68 World HD            |
| 724 | WUCF 68 V-Me HD             |
| 730 | WDSC 15 PBS HD              |

731 WDSC 15 Florida Network HD  
732 WDSC 15 WV HD

**Pay Per View**

811 INDEMAND 1  
812 INDEMAND 2  
814 INDEMAND 4  
815 INDEMAND 5

**Adult Pay Per View**

890 Playboy  
891 Fresh!  
892 Spice:Xcess  
893 Club Jenna  
894 Hot Choice

**Digital Music**

910 Beautiful Instruments  
911 Jazz Vocal Blends  
912 Hottest Hits  
913 Modern Country  
914 Alternative  
915 Adult Contemporary  
916 Lite Classical  
917 Rock n Roll Oldies  
918 Classic Rock  
919 Urban Beat  
920 Coffeehouse Rock  
921 Dance  
922 Retro Disco  
923 Album Rock  
924 80's Hits  
925 70's Hits  
926 Classic R & B  
927 Hard Rock  
928 Soft Hits  
929 Golden Oldies  
930 Traditional Country  
931 Groove Lounge  
932 Smooth Jazz  
933 Big Band Swing  
934 New Age  
935 Holidays & Happenings  
936 Great Standards  
937 Contemporary Christian  
938 Reggae  
939 Children's  
940 Urban Adult Contemporary  
941 Rap  
942 Jazz  
943 Blues

944 Gospel  
945 Subterranean  
946 Symphonic

\*Available with QAM compatible HDTVs. No cable box required.

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### **Oak Forest**

---

#### **Basic Cable**

- 2 HBO\*
- 3 Cinemax\*
- 4 WMOR 32 ThisTV Tampa
- 5 WMOR 32 Independent Tampa
- 6 Disney Channel
- 7 WOGX 51 Fox Ocala
- 8 WFLA 8 NBC Tampa
- 9 WTTA 38 MyTV Tampa
- 10 WTSP 10 CBS Tampa
- 11 WFTS 28 ABC Tampa
- 12 WTOG 44 CW Tampa
- 13 WTVT 13 Fox Tampa
- 14 WEDU 3 PBS Tampa
- 15 WVEA 62 Univision Tampa
- 16 TBS Superstation
- 17 USA Network
- 18 WGN Chicago
- 19 Animal Planet
- 20 ABC Family
- 21 ESPN
- 22 WCLF 22 CTN
- 23 CNN Headline News
- 24 Discovery Channel
- 25 Arts & Entertainment
- 26 Syfy
- 27 Spike TV
- 28 Country Music Television
- 29 The Learning Channel
- 30 Turner Classic Movies
- 31 Turner Network Television
- 32 History Channel
- 33 Cartoon Network
- 34 TV Land
- 35 Nickelodeon
- 36 VH1
- 37 CSPAN

38 The Weather Channel  
39 Home Shopping Network  
40 E! Entertainment  
41 CNN  
42 Home and Garden TV  
43 ESPN 2  
44 National Geographic  
45 Hallmark Channel  
46 Local Origination  
98 truTV  
99 Fox Business News

\*Denotes premium service by subscription only.

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Michelle Westlake

From: trackingupdates@fedex.com  
Sent: Friday, July 24, 2015 2:10 PM  
To: Michelle Westlake  
Subject: FedEx Shipment 774119648850 Delivered

## Your package has been delivered

Tracking # 774119648850

Ship date:  
Thu, 7/23/15  
David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:  
Fri, 7/24/15 2:08 pm  
Mr. David S. Suarez, CEO &  
Chairman  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US

**FedEx**

### Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 774119648850  
Status: Delivered: 07/24/2015 2:08 PM  
Signed for By: .PIGUE  
Reference: 22120-13877  
Signed for by: .PIGUE  
Delivery location: ASTOR, FL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday

1. Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:10 PM CDT on 07/24/2015.

To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All weights are estimated

Michelle Westlake

From: trackingupdates@fedex.com  
Sent: Friday, July 24, 2015 2:10 PM  
To: Michelle Westlake  
Subject: FedEx Shipment 774119584833 Delivered

## Your package has been delivered

Tracking # 774119584833

Ship date:  
Thu, 7/23/15

David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:  
Fri, 7/24/15 2:08 pm  
Mr. James Pierce, Vice  
President  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US

**Fed**

### Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 774119584833  
Status: Delivered: 07/24/2015 2:08  
PM Signed for By: .PIGUE  
Reference: 22120-13877  
Signed for by: .PIGUE  
Delivery location: ASTOR, FL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:10 PM CDT on 07/24/2015.

To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All weights are estimated

Michelle Westlake

---

From: trackingupdates@fedex.com  
Sent: Friday, July 24, 2015 2:10 PM  
To: Michelle Westlake  
Subject: FedEx Shipment 774119521872 Delivered

## Your package has been delivered

Tracking # 774119521872

Ship date:  
Thu, 7/23/15

David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:  
Fri, 7/24/15 2:08 pm

Mr. Gary M. English,  
President  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US

### Shipment Facts


Our records indicate that the following package has been delivered.

Tracking number: 774119521872  
Status: Delivered: 07/24/2015 2:08 PM  
Signed for By: .PIGUE  
Reference: 22120-13877  
Signed for by: .PIGUE  
Delivery location: ASTOR, FL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday

\* Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:10 PM CDT on 07/24/2015.


To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All weights are estimated.

|  |  |  |  |
|--|--|--|--|
| <b>Article Number</b>  |  | <b>COMPLETE THIS SECTION ON DELIVERY</b>   |  |
| 1. Article Addressed to:<br>Mr. David S. Suarez, CEO & Chairman<br>Florida Cable Inc.<br>23505 State Road 40<br>Astor, FL 32102-2907 |  | A. Signature<br>X <i>Karina Valdez</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee                            |  |
|  |  | B. Received by (Printed Name) <i>Karina Valdez</i> C. Date of Delivery <i>7/27/15</i>  |  |
|  |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES enter delivery address below: |  |
|  |  | 3. Service Type <input checked="" type="checkbox"/> Certified  |  |
| <br>9290 9969 0099 9702 7690 74                     |  | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes   |  |
| 9214 7969 0099 9790 1602 7690 67   |  |  |  |


PS Form 3811

Domestic Return Receipt

|   |  |  |  |
|---|--|--|--|
| <b>2. Article Number</b>  |  | <b>COMPLETE THIS SECTION ON DELIVERY</b>   |  |
| 1. Article Addressed to:<br>Mr. James Pierce, Vice President<br>Florida Cable Inc.<br>23505 State Road 40<br>Astor, FL 32102-2907 |  | A. Signature<br>X <i>Karina Valdez</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee                            |  |
|   |  | B. Received by (Printed Name) <i>Karina Valdez</i> C. Date of Delivery <i>7/27/15</i>  |  |
|   |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES enter delivery address below: |  |
|   |  | 3. Service Type <input checked="" type="checkbox"/> Certified  |  |
| <br>9290 9969 0099 9702 7691 11                |  | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes   |  |
| 9214 7969 0099 9790 1602 7691 04  |  |  |  |

PS Form 3811

Domestic Return Receipt

|   |  |  |  |
|---|--|--|--|
| <b>2. Article Number</b>  |  | <b>COMPLETE THIS SECTION ON DELIVERY</b>   |  |
| 1. Article Addressed to:<br>Mr. Gary M. English, President<br>Florida Cable Inc.<br>23505 State Road 40<br>Astor, FL 32102-2907 |  | A. Signature<br>X <i>Karina Valdez</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee                            |  |
|   |  | B. Received by (Printed Name) <i>Karina Valdez</i> C. Date of Delivery <i>7/27/15</i>  |  |
|   |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES enter delivery address below: |  |
|   |  | 3. Service Type <input checked="" type="checkbox"/> Certified  |  |
| <br>9290 9969 0099 9702 7686 95              |  | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes   |  |
| 9214 7969 0099 9790 1602 7686 88  |  |  |  |

**EXHIBIT IV**



1600 WELLS FARGO CAPITOL CENTER  
150 FAYETTEVILLE STREET  
RALEIGH, NC 27601

T 919.839.0300  
F 919.839.0304  
WWW.BROOKSPIERCE.COM

August 14, 2015

**Via Overnight Courier and Certified U.S. Mail, Return Receipt Requested**

Mr. Gary M. English  
President  
Florida Cable Inc.  
23505 State Road 40  
Astor, Florida 32102-2907

**Re: Retransmission of Stations WESH(TV), WKCF(TV), and WMOR-TV  
Without Authorization**

Dear Mr. English:

This firm is outside legal counsel to Hearst Television Inc. and its subsidiary Hearst Properties Inc. (collectively, "Hearst"), licensee of Stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida (the "Stations").

By letter dated July 23, 2015 (attached hereto as Exhibit 1), I informed you that, upon information and belief, Florida Cable Inc. ("Florida Cable") continues to retransmit without authorization the broadcast signals of the Stations despite previous notices to Florida Cable of the lack of such authorization. The July 23 letter further stated that if Florida Cable did not cease retransmission of each of the Stations on Florida Cable's systems and provide written confirmation to me by Monday, August 10, 2015, then Hearst would file a complaint with the Federal Communications Commission ("FCC") seeking an order directing Florida Cable to cease its unauthorized retransmission of the Stations and further seeking the imposition of the maximum forfeiture for Florida Cable's egregious conduct.

Although FedEx delivery notices and U.S. Postal Service return receipts show that you, Mr. David S. Suarez, CEO & Chairman of Florida Cable, and Mr. James Pierce, Vice President of Florida Cable, each received two copies of my July 23 letter as delivered to Florida Cable's principal place of business (see delivery notices and return receipts attached hereto as Exhibit 2), Florida Cable has not confirmed that it has ceased retransmission of the Stations; indeed, it has continued to ignore Hearst's demands that it cease its unlawful retransmission of the Stations.

And, in fact, Florida Cable's channel line-ups continue to list each of the Hearst Stations

Mr. Gary M. English  
August 14, 2015  
Page 2

(see Florida Cable channel line-ups for Astor/Volusia/Pierson listing WESH and WKCF and for Oak Forest listing WMOR, printed August 11, 2015, attached hereto as Exhibit 3).

Attached hereto as Exhibit 4 is a draft complaint that Hearst intends to file with the FCC. This draft complaint is being provided to you as a final courtesy in one last attempt to avoid an enforcement proceeding at the FCC.

**PLEASE TAKE NOTICE** that if Florida Cable does not immediately cease retransmission of each of the Stations on Florida Cable's systems and provide written confirmation to the undersigned no later than **Monday, August 24, 2015**, then Hearst will file the complaint with the FCC seeking an order directing Florida Cable to cease its unauthorized retransmission of the Stations and further seeking the imposition of the maximum forfeiture for Florida Cable's egregious conduct.

Nothing in this letter shall be deemed to waive any rights or remedies that Hearst or the Stations may have, including, but not limited to, the right to file a copyright infringement action against Florida Cable or the right to collect the delinquent amounts owed by Florida Cable under the prior agreement between the parties.

Please direct all communications concerning this matter to the undersigned.

Sincerely,



David Kushner  
*Counsel to Hearst Television Inc. and  
Hearst Properties Inc.*

cc: Mr. David S. Suarez, CEO & Chairman, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)  
Mr. James Pierce, Vice President, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)

Jonathan C. Mintzer, Esq.  
Frank Biancuzzo  
Jim Carter  
Pamela Barber

**EXHIBIT 1**



1600 WELLS FARGO CAPITOL CENTER  
150 FAYETTEVILLE STREET  
RALEIGH, NC 27601

T 919.839.0300  
F 919.839.0304  
WWW.BROOKSPIERCE.COM

July 23, 2015

**Via Overnight Courier and Certified U.S. Mail, Return Receipt Requested**

Mr. Gary M. English  
President  
Florida Cable Inc.  
23505 State Road 40  
Astor, Florida 32102-2907

**Re: Retransmission of Stations WESH(TV), WKCF(TV), and WMOR-TV  
Without Authorization**

Dear Mr. English:

This firm is outside legal counsel to Hearst Television Inc. and its subsidiary Hearst Properties Inc. (collectively, "Hearst"), licensee of Stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida (the "Stations").

Upon information and belief, Florida Cable Inc. ("Florida Cable") continues to retransmit without authorization the broadcast signals of the Stations despite previous notices to Florida Cable of the lack of such authorization.

From January 1, 2012, through December 31, 2014, Florida Cable and Hearst were parties to a retransmission consent agreement (the "Prior Agreement") governing carriage of the Stations by Florida Cable. Florida Cable defaulted on the Prior Agreement by failing to pay Hearst the required monthly retransmission consent fees it agreed to. By letter dated July 8, 2014, Hearst provided Florida Cable with a notice of its breach of the Prior Agreement. (See breach letter from Hearst to Florida Cable, dated July 8, 2014, attached hereto as Exhibit A.)

By letters dated September 4, 2014, Hearst sent Florida Cable retransmission consent election notices for each of the Stations in compliance with 47 C.F.R. § 76.64(f) for the election cycle commencing January 1, 2015, and ending December 31, 2017. Each of the notices was received and signed for by Florida Cable. (See retransmission consent election notices from Hearst to Florida Cable, dated September 4, 2014, and signed return receipts, attached hereto as Exhibit B.) Consequently, Florida Cable cannot retransmit the Stations on a must carry basis.

Mr. Gary M. English  
July 23, 2015  
Page 2

By letter dated November 13, 2014, Hearst informed Florida Cable that, despite being in default of the Prior Agreement, it was prepared to enter into a renewal retransmission consent agreement if Florida Cable paid the delinquent retransmission consent fees, and Hearst further informed Florida Cable that if such a renewal agreement were not secured prior to the expiration date of the Prior Agreement, then Florida Cable would have no basis for authorization to retransmit the Stations after December 31, 2014. (See letter from Hearst to Florida Cable, dated November 13, 2014, attached hereto as Exhibit C.)

Having received no response from Florida Cable to any of its letters, but upon information and belief that Florida Cable was continuing to retransmit the Stations after December 31, 2014, without any basis for authorization to do so, Hearst sent Florida Cable a further notice, dated January 14, 2015, clearly informing Florida Cable that it had lost its authorization to retransmit the Stations and demanding that Florida Cable cease such retransmissions. (See cease and desist letter from Hearst to Florida Cable, dated January 14, 2015, attached hereto as Exhibit D.) Notwithstanding the request that Florida Cable confirm that it had ceased its unauthorized retransmissions, Hearst received no response from Florida Cable.

Despite its lack of authorization to retransmit the Stations, Florida Cable's channel line-ups continue to list each of the Hearst Stations (see Florida Cable channel line-ups for Astor/Volusia/Pierson listing WESH and WKCF and for Oak Forest listing WMOR, printed July 22, 2015, attached hereto as Exhibit E.), and, recently, a Florida Cable representative confirmed by telephone that the Stations are available on Florida Cable systems.

Mr. English, I cannot stress enough the seriousness and urgency of this matter.

Retransmission of a television station's signal without the station's express authorization is a violation of the federal Communications Act of 1934, as amended.

The Federal Communications Commission ("FCC") has stated that the base forfeiture for a cable system retransmitting a television station's signal without its express authority is \$7,500 per day. See *Bailey Cable TV, Inc.*, DA 12-420 (released Mar. 16, 2012); *Bailey Cable TV, Inc.*, DA 12-421 (released Mar. 16, 2012); *TV Max, Inc. and Broadband Ventures Six, LLC*, Forfeiture Order, FCC 14-95 (released July 7, 2014) (ordering \$2,250,000 forfeiture for retransmissions without authorization).

Florida Cable's retransmission without authorization of these three Hearst Stations' signals could subject Florida Cable to a base forfeiture of \$7,500 per day per Station, with the amount subject to increase for each day that Florida Cable continues to retransmit the signals without authorization. Even putting aside any period of time during the Prior Agreement during which Florida Cable retransmitted the Stations after the Prior Agreement was terminated for breach, in calendar year 2015 alone, Florida Cable has retransmitted the Stations for two hundred four (204) days through today (July 23, 2015). At the base forfeiture amount, Florida Cable could be subject to a forfeiture of **\$4,590,000**. This amount could be increasing by \$22,500 per day for the three Stations for each additional day that Florida Cable continues to retransmit the Stations' signals with authorization. The *TV Max* case, cited above, establishes that the FCC will issue forfeitures

Mr. Gary M. English  
July 23, 2015  
Page 3

in the millions of dollars even to small cable operators that violate the Communications Act's retransmission consent requirement.

**PLEASE TAKE NOTICE** that if Florida Cable does not immediately cease retransmission of each of the Stations on Florida Cable's systems and provide written confirmation to the undersigned no later than **Monday, August 10, 2015**, then Hearst will file a complaint with the FCC seeking an order directing Florida Cable to cease its unauthorized retransmission of the Stations and further seeking the imposition of the maximum forfeiture for Florida Cable's egregious conduct.

In addition, you should be aware that each of the Stations' signals contains programming for which the Station is the copyright owner or licensee. Distribution of such programming without authorization is a violation of the federal Copyright Act of 1976, as amended. Willful infringement of copyrighted material may subject the infringer to statutory damages of as much as \$150,000 per infringement.

Nothing in this letter shall be deemed to waive any rights or remedies that Hearst or the Stations may have, including, but not limited to, the right to file a copyright infringement action against Florida Cable or the right to collect the delinquent amounts owed by Florida Cable under the Prior Agreement.

As indicated herein, if you do not immediately cease and desist your unauthorized retransmissions, Hearst will take action to vigorously enforce its legal rights.

Please direct all communications concerning this matter to the undersigned.

Sincerely,



David Kushner  
*Counsel to Hearst Television Inc. and  
Hearst Properties Inc.*

cc: Mr. David S. Suarez, CEO & Chairman, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)  
Mr. James Pierce, Vice President, Florida Cable Inc.  
(via Overnight Courier and Certified U.S. Mail, Return Receipt Requested)

Jonathan C. Mintzer, Esq.  
Frank Biancuzzo  
Jim Carter  
Pamela Barber

**EXHIBIT A**

**HEARST television inc**

July 8, 2014

Jonathan C. Mintzer  
Vice President & General Counsel

Via Certified U.S. Mail, Return Receipt Requested

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

Re: **Digital Retransmission Consent Agreement**

Dear Mr. Russo:

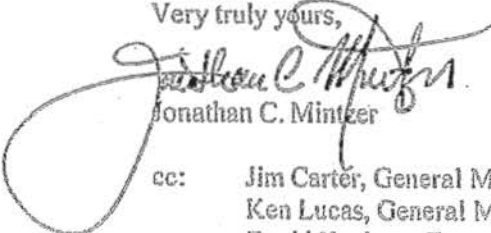
Florida Cable is in breach of the Retransmission Consent Agreement between Florida Cable TV Networks, Inc. and Orlando Hearst-Argyle Television, Inc. ("Hearst") commencing January 1, 2012 (the "Agreement"). Pursuant to the terms of the Agreement, Florida Cable agreed to pay Hearst a monthly retransmission consent fee (the "Monthly Fee") in exchange for Hearst's consent to the retransmission of the digital and analog signals of television stations WESH, WKCF and WMOR to Florida Cable's subscribers. Since the inception of the Agreement, Florida Cable has failed to pay Hearst the agreed-upon Monthly Fee, despite repeated inquiries by the stations.

PLEASE TAKE NOTICE that Hearst is hereby terminating the Agreement unless Florida Cable pays Hearst all past due amounts, plus interest at the rate of one and one-half percent (1.5%) per month (as required under the Agreement), by July 18, 2014. Based upon information provided by Florida Cable, we estimate the past due amount, including interest, at \$[REDACTED]. If said \$[REDACTED] amount is not paid in full by July 18, 2014 the Agreement shall automatically terminate. If so terminated, Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, July 19, 2014.

Furthermore, such termination shall be in addition to, and not in lieu of, all additional rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact the undersigned if you have any questions.

Very truly yours,

  
Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH-TV/WKCF-TV  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

300 West 57th Street  
New York, NY 10019-3789  
T 212 887 6817  
F 212 887 6855

**EXHIBIT B**



**JAMES J. CARTER**  
PRESIDENT & GENERAL MANAGER

**VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED**

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WESH-TV and WESH-DT Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Sincerely,

James J. Carter  
President/General Manager

Enclosure

cc: Public File

1021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext.7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

HEARST television inc

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WESH-TV and WESH-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WESH-TV and WESH-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL - OAK SPRINGS MHP LAKE, FL ASTATULA  
LAKE, FL SILVER SPRINGS, MARION, FL - ANTHONY, MARION, FL - HAWTHORNE  
ALACHUA, FL - HAWTHORNE, PUTNAM, FL - ZELLWOOD, ORANGE, FL - SAINT  
CLOUD, OSCEOLA, FL - KENANSVILLE, OSCEOLA, FL - Ocala MARION, FL -  
OLD TOWN DIXIE, FL - CLERMONT, LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

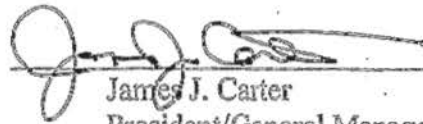
This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WESH-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

**SENDER: COMPLETE THIS SECTION**

- Complete item 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

James Rene 1st  
Florida Cable Co.  
2350 S. Atlantic Ave.  
Astor, FL 32002

**COMPLETE THIS SECTION ON DELIVERY**

A. Name *James Rene* ☒ Yes ☐ No  
 B. For delivery by *First Class* ☒ Yes ☐ No  
 C. Is delivery address correct for item *1* ☒ Yes ☐ No  
 IF YES, enter delivery address below: ☒ No

Registered Mail ☐ Priority Mail ☐  
☐ Registered ☒ Insurance for Merchandise  
☐ Insured Mail ☐ Collect on Delivery  
☐ Restricted Delivery ☐ Extra Fee ☐

7014 1200 0002 3638 7149

PS Form 3800, July 2015 Domestic Return Receipt



**JAMES J. CARTER**  
PRESIDENT & GENERAL MANAGER

**VIA CERTIFIED U.S. MAIL**  
**RETURN RECEIPT REQUESTED**

September 4, 2014

JAMES PIERCE, GM  
FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WKCF and WKCF-DT, Orlando Florida, (the "Station") elects to require FLORIDA CABLE INC, which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Enclosure

cc: Public File

Sincerely,

James J. Carter  
President/General Manager

1021 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext.7200 • FAX 407 539-7812  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

*HEARST television inc*

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WKCF-TV and WKCF-DT

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Orlando Hearst Television, Inc., licensee of Station WKCF-TV and WKCF-DT, Orlando, Florida (the "Station"), to require FLORIDA CABLE INC to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

ASTOR, LAKE, FL - ASTOR, VOLUSIA, FL, - OAK SPRINGS MHP LAKE,  
FL - ASTATULA LAKE, FL - SILVER SPRINGS MARION, FL -  
ANTHONY MARION, FL - HAWTHORNE ALACHUA, FL - HAWTHORNE  
PUTNAM, FL - ZELLWOOD ORANGE, FL - SAINT CLOUD OSCEOLA,  
FL - KENANSVILLE OSCEOLA, FL - OCALA MARION, FL - OLD TOWN  
DIXIE, FL - CLERMONT LAKE, FL

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 4, 2014 to the following cable system(s):

FLORIDA CABLE INC  
23505 SR 40  
ASTOR, FL 32102

Station: WKCF-TV

Date: September 4, 2014

By:

  
James J. Carter  
President/General Manager

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete return label and attach to package
- ☐ Registered delivery with receipt
- ☐ Provide name and address of person to whom return the card to
- ☐ Attach label to the back of the card
- ☐ Over the top flap of the card

James P. Reagin  
Florida Cable Co.  
23505 State Rd.  
Astor 32127

**COMPLETE THIS SECTION ON DELIVERY**

Signature: *[Signature]*  
Name: *Walter A. Carlson*  
Address: *710 14*

☐ Registered Mail  
☐ Insured for Merchandise  
☐ Collect on Delivery  
☐ Return to Sender

7014 1200 0002 3638 7132

September 4, 2014

**VIA CERTIFIED U.S. MAIL  
RETURN RECEIPT REQUESTED**

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

**Re: 2015-2017 Three-Year Election for Retransmission Consent**

Dear Sir or Madam:

In accordance with Section 76.64 of the Rules of the Federal Communications Commission ("FCC"), this is to notify you that Station WMOR-TV, Tampa, Florida (the "Station") elects to require Florida Cable which serves the community(ies) and/or county(ies) and unincorporated areas within those community(ies) and county(ies) listed on the enclosed 2015-2017 Retransmission Consent Election Statement, to obtain the consent of the Station for retransmission of its broadcast signal effective January 1, 2015, through December 31, 2017. Consent of the Station for retransmission of its signal will be required for, but not limited to, the system(s) serving the community(ies) and county(ies) listed on the enclosed Election Statement.

I would appreciate your contacting me to discuss the terms under which the system(s) may retransmit the Station's signal. If you already have a retransmission consent agreement with the Station or with Hearst Television Inc. or a subsidiary thereof (collectively, "Hearst") that covers the Station for all or a portion of the January 1, 2015, through December 31, 2017, cycle, then the terms of that agreement will govern for the period specified in the agreement. If such an agreement expires prior to December 31, 2017, then it will be necessary for you to negotiate for retransmission consent following that expiration. In addition, if any retransmission consent agreement between you and the Station or Hearst contains an automatic renewal provision, then this letter shall also serve as notice of termination of that agreement, and it will be necessary for the system(s) to negotiate for retransmission consent following expiration of the current term of that agreement.

Sincerely,



Kenneth A. Lucas  
President and General Manager

Enclosure

cc: Public File

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Hernando

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.


This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By:

  
Kenneth A. Lucas  
President and General Manager

2015-2017 RETRANSMISSION CONSENT ELECTION STATEMENT  
FOR STATION WMOR

This Statement constitutes the election, pursuant to Section 76.64 of the Rules of the Federal Communications Commission, by Hearst Properties Inc. of Station WMOR, Tampa, FL (the "Station"), to require Florida Cable to obtain the Station's consent beginning January 1, 2015, for retransmission of its broadcast signal by, but not limited to, the cable or multichannel video programming distribution system(s) serving the following community(ies) and county(ies), any unincorporated areas within these community(ies) and county(ies), and any other areas within the Station's Designated Market Area not specified below:

Citrus

This election is effective for the period beginning January 1, 2015, and terminating as of December 31, 2017.

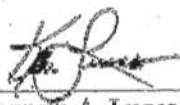
This will certify that this Statement will be placed in the Station's public file no later than October 1, 2014, and was mailed by certified U.S. mail, return receipt requested, on September 8, 2014 to the following cable system(s):

James Pierce  
Florida Cable  
P.O. Box 498  
Astor, FL 32102

Station: WMOR

Date: September 8, 2014

By:

  
Kenneth A. Lucas  
President and General Manager

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

|   |         |
|---|---------|
| Postage   | \$ 0.48 |
| Certified Fee                                     | 3.30    |
| Return Receipt Fee<br>(Endorsement Required)      | 2.70    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$6.48  |

Postmark  
Here

Sent To James Pierce FI cable  
 Street, Apt. No.,  
 or PO Box No. PO Box 498  
 City, State, ZIP+4<sup>®</sup> Astor, FL 32102

PS Form 3811, August 2005

See Reverse for Important Information

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return this card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
James Pierce  
Florida cable  
PO Box 498  
Astor, FL 32102

2. Article Number  
 (Transfer from service label)

7043 1710 0001 3887 5110

PS Form 3811, July 2013

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 x Jah James Pierce ☐ Agent ☐ Addressee

B. Received by (Printed Name) Tyler Clarkson C. Date of Delivery 9-10-14

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

3. Service Type  
☒ Certified Mail<sup>®</sup> ☐ Priority Mail Express<sup>™</sup>  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

**EXHIBIT C**



**JAMES J. CARTER**  
PRESIDENT & GENERAL MANAGER

November 13, 2014

Via Certified U.S. Mail, Return Receipt Requested

Mr. James Pierce  
Florida Cable  
23505 State Road 40  
Astor, Florida 32102

**Re: Retransmission Consent Agreement/WESH-TV, WKCF-TV, WMOR-TV**

Dear Mr. Pierce:

Hearst's current Retransmission Consent Agreement ("Agreement") with Florida Cable will expire on December 31, 2014. Florida Cable is in default of that Agreement due to the failure to pay Hearst the contractually agreed upon consideration required thereunder. The current delinquent amount is \$ [REDACTED].

Hearst is prepared to offer Florida Cable a renewal agreement upon remittance of the outstanding amount. If that amount is not paid in full and a renewal agreement is not secured prior to the expiration (or earlier termination due to breach) of the current Agreement, then Florida Cable's authorization to retransmit the signals of television stations WESH, WKCF and WMOR shall end at 12:01 AM, December 31, 2014.

Please immediately remit the \$ [REDACTED] past due amount in accordance with the payment instructions of the Agreement in order to receive a renewal proposal.

Nothing herein is intended to nor shall act to waive any rights and remedies Hearst may have as a result of Florida Cable's material breach of the Agreement, which may also include all amounts due under the Agreement, together with costs, interest, and reasonable attorney's fees incurred in collecting such amounts.

Please contact me if you have any questions.

Very truly yours,

James J. Carter  
President & General Manager  
WESH-TV/WKCF-TV

cc: Ken Lucas, General Manager, WMOR-TV  
Jonathan C. Mintzer, Esq.  
David Kushner, Esq.

1022 North Wymore Road • Winter Park, FL 32789 • TEL 407 645-2222 Ext.7200 • FAX 407 539-7612  
WESH 2 | WESH.COM | MeTV | CW18 | CW18TV.COM | THIS TV | ESTRELLA TV | ORLANDO MY WAY

HEARST television inc

**EXHIBIT D**

January 14, 2015

**Via Certified U.S. Mail, Return Receipt Requested**

Florida Cable  
Attn: John Russo, General Manager  
23505 State Road 40  
Astor, Florida 32101

**Re: No Retransmission Consent Agreement for Stations WESH, WKCF and WMOR.**

Dear Mr. Russo:

**PLEASE TAKE NOTICE** that Florida Cable has lost its authorization to retransmit the signals of television stations WESH, WKCF (both stations in the Orlando-Daytona Beach-Melbourne DMA) and WMOR (in the Tampa-St. Petersburg-Sarasota DMA).

**EFFECTIVE IMMEDIATELY**, cease all transmissions, retransmissions and distributions of any kind of each of the foregoing stations, including all the stations' programming and other content and materials.

Florida Cable's failure to immediately comply with the demands of this notice letter may result in claims of copyright infringement, violations of the Communications Act and FCC regulations, and fines, penalties and damages associated therewith together with costs, interest, and reasonable attorney's fees incurred in pursuing such claims.

Please confirm to me that you have ceased all distribution of WESH-TV, WKCF-TV and WMOR-TV.

Nothing in this letter act or be deemed to waive any rights or remedies of any of the foregoing stations or their respective owners for the retransmission, exhibition or other distribution of any of the aforementioned stations, or any content or materials of the stations, without appropriate permissions, licenses or other authorizations. Please contact the undersigned if you have any questions.

Very truly yours,

Jonathan C. Mintzer

cc: Jim Carter, General Manager, WESH(TV)/WKCF  
Ken Lucas, General Manager, WMOR-TV  
David Kushner, Esq.

**EXHIBIT E**

## **Florida Cable Inc.**

- [Home](#)
- [About](#)
- [Services](#)
- [Channel Lineups](#)
- [Support](#)
- [Contact](#)
- [My Account](#)

You are here: Programming >> [Channel Lineups](#) >> Central Florida >> Astor / Volusia / Pierson

### **Astor / Volusia / Pierson**

#### **Basic**

|       |                               |
|-------|-------------------------------|
| 2     | WESH 2 NBC                    |
| 3     | WDSC 15 PBS                   |
| 4     | WACX 55 Independent           |
| 5     | WRBW 65 UPN                   |
| 6     | WKMG 6 CBS                    |
| 7     | Local Origination             |
| 8     | WKCF 18 CW                    |
| 9     | WFTV 9 ABC                    |
| 10    | TV Guide                      |
| 11    | WUCF 68 PBS                   |
| 12    | WOFL 35 Fox                   |
| 13    | The Weather Channel           |
| 14.1  | WESH 2 NBC HD**               |
| 14.2  | WESH 2 MeTV HD**              |
| 14.11 | WKMG 6 CBS HD**               |
| 14.12 | WKMG 6 Live Well Network HD** |
| 15.1  | WFTV 9 ABC HD**               |
| 15.2  | WFTV 9 MegaTV HD**            |
| 15.3  | WFTV 9 GritTV HD**            |
| 15.11 | WOFL 35 Fox HD**              |
| 16.1  | WUCF 24 PBS HD**              |
| 16.2  | WUCF 24 Create HD**           |
| 16.3  | WUCF 24 World HD**            |
| 16.4  | WUCF 24 V-Me HD**             |
| 16.11 | WDSC 15 PBS HD**              |
| 16.12 | WDSC 15 Florida Channel HD**  |
| 16.13 | WDSC 15 WV HD**               |
| 17    | CNN                           |
| 18    | CNBC                          |
| 19    | Fox News                      |
| 20    | ESPN                          |
| 21    | ESPN 2                        |

|    |                           |
|----|---------------------------|
| 22 | Sun Sports                |
| 33 | Fox Sports 1              |
| 34 | TBS Superstation          |
| 35 | American Movie Classics   |
| 36 | Turner Classic Movies     |
| 37 | Turner Network Television |
| 38 | ABC Family                |
| 39 | Lifetime                  |
| 40 | USA Network               |
| 41 | Syfy                      |
| 42 | Discovery Channel         |
| 43 | The Learning Channel      |
| 44 | History Channel           |
| 45 | Arts & Entertainment      |
| 46 | Home and Garden TV        |
| 47 | Food Network              |
| 48 | Spike TV                  |
| 49 | Country Music Television  |
| 50 | VH-1                      |
| 51 | MTV                       |
| 52 | TV Land                   |
| 53 | Nickelodeon               |
| 54 | Cartoon Network           |
| 55 | Galavision                |
| 56 | Univision                 |
| 57 | UniMas                    |
| 58 | WGN Chicago               |
| 59 | Travel Channel            |
| 60 | FX                        |
| 61 | Animal Planet             |
| 62 | Home Shopping Network     |
| 63 | WRDQ 27 JP Independent    |
| 64 | CSPAN                     |
| 95 | CNN Headline News         |
| 98 | E! Entertainment          |

**Digital Basic**

|     |                   |
|-----|-------------------|
| 110 | A&E Biography     |
| 111 | BBC America       |
| 112 | Bravo West        |
| 113 | Bravo             |
| 114 | cloo              |
| 120 | Game Show Network |
| 121 | Teen Nick         |
| 122 | Nick Jr.          |
| 123 | Discovery Kids    |
| 124 | Nick Toons        |
| 130 | MTV 2             |
| 131 | MTV Hits          |
| 132 | VH 1 Classic Rock |
| 133 | CMT Pure Country  |

|     |                              |
|-----|------------------------------|
| 134 | VH 1 Soul                    |
| 135 | Centric                      |
| 136 | Fuse                         |
| 137 | Great American Country       |
| 138 | MTV U                        |
| 159 | Esquire                      |
| 160 | Destination America          |
| 161 | G4TV                         |
| 163 | Discovery Fit and Health     |
| 164 | Oprah Winfrey Network        |
| 165 | Pivot                        |
| 166 | Trinity Broadcasting Network |
| 167 | The Word                     |
| 168 | SonLife Network              |
| 211 | Bloomberg TV                 |
| 250 | Science Channel              |
| 251 | Investigation Discovery      |
| 252 | American Heroes Channel      |
| 253 | National Geographic          |
| 261 | H2                           |
| 295 | EVINE Live                   |
| 311 | FXX East                     |
| 312 | Golf Channel                 |
| 313 | Outdoor Channel              |
| 314 | ESPN Classics                |
| 315 | ESPN News                    |
| 316 | NBC Sports Network           |
| 510 | Independent Film Channel     |
| 511 | Women's Entertainment        |
| 512 | FX Movie Channel             |
| 513 | Lifetime Movie Network       |
| 514 | Sundance                     |

**Digital Premium Movies**

|     |                    |
|-----|--------------------|
| 410 | HBO                |
| 411 | HBO 2              |
| 412 | HBO Signature      |
| 413 | HBO Family         |
| 414 | HBO West           |
| 415 | HBO Family West    |
| 416 | HBO Comedy         |
| 417 | HBO Zone           |
| 418 | HBO 2 West         |
| 419 | HBO Signature West |
| 420 | Cinemax            |
| 421 | More Max           |
| 422 | Cinemax West       |
| 423 | More Max West      |
| 424 | Action Max         |
| 425 | Thriller Max       |
| 430 | Showtime           |

|     |                             |
|-----|-----------------------------|
| 431 | Showtime 2                  |
| 432 | Showtime Showcase           |
| 433 | Showtime Extreme            |
| 434 | Showtime West               |
| 435 | Showtime Showcase West      |
| 436 | Showtime Extreme West       |
| 437 | Showtime Next               |
| 438 | Showtime Family             |
| 439 | Showtime Women              |
| 440 | The Movie Channel           |
| 441 | The Movie Channel Xtra      |
| 442 | The Movie Channel Xtra West |
| 443 | The Movie Channel West      |
| 444 | Showtime 2 West             |
| 445 | Flix                        |
| 450 | Starz!                      |
| 451 | Starz! Edge West            |
| 452 | Starz! In Black             |
| 453 | Starz! West                 |
| 454 | Starz! Cinema               |
| 455 | Starz! Kids & Family        |
| 456 | Starz! Comedy               |
| 457 | Starz! Edge West            |
| 460 | Encore                      |
| 461 | Encore Suspense             |
| 462 | Encore Action               |
| 463 | Encore Westerns             |
| 464 | Encore Classic              |
| 465 | Encore Black                |
| 466 | Encore West                 |
| 467 | Encore Action West          |
| 468 | Encore Black West           |
| 469 | Encore Family               |
| 470 | Encore Westerns West        |
| 471 | Encore Classic West         |
| 472 | Encore Suspense West        |

**HDTV**

|     |                             |
|-----|-----------------------------|
| 701 | WESH 2 NBC HD               |
| 702 | WEST 2 MeTV HD              |
| 705 | WKMG 6 CBS HD               |
| 706 | WKMG 6 Live Well Network HD |
| 711 | WFTV 9 ABC HD               |
| 712 | WFTV 9 MegaTV HD            |
| 713 | WFTV 9 GritTV HD            |
| 715 | WOFL 35 Fox HD              |
| 721 | WUCF 68 PBS HD              |
| 722 | WUCF 68 Create HD           |
| 723 | WUCF 68 World HD            |
| 724 | WUCF 68 V-Me HD             |
| 730 | WDSC 15 PBS HD              |

731 WDSC 15 Florida Network HD

732 WDSC 15 WV HD

**Pay Per View**

811 INDEMAND 1

812 INDEMAND 2

814 INDEMAND 4

815 INDEMAND 5

**Adult Pay Per View**

890 Playboy

891 Fresh!

892 Spice:Xcess

893 Club Jenna

894 Hot Choice

**Digital Music**

910 Beautiful Instruments

911 Jazz Vocal Blends

912 Hottest Hits

913 Modern Country

914 Alternative

915 Adult Contemporary

916 Lite Classical

917 Rock n Roll Oldies

918 Classic Rock

919 Urban Beat

920 Coffeehouse Rock

921 Dance

922 Retro Disco

923 Album Rock

924 80's Hits

925 70's Hits

926 Classic R & B

927 Hard Rock

928 Soft Hits

929 Golden Oldies

930 Traditional Country

931 Groove Lounge

932 Smooth Jazz

933 Big Band Swing

934 New Age

935 Holidays & Happenings

936 Great Standards

937 Contemporary Christian

938 Reggae

939 Children's

940 Urban Adult Contemporary

941 Rap

942 Jazz

943 Blues

|     |              |
|-----|--------------|
| 944 | Gospel       |
| 945 | Subterranean |
| 946 | Symphonic    |

\*Available with QAM compatible HDTVs. No cable box required.

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### **Oak Forest**

---

#### **Basic Cable**

- 2 HBO\*
- 3 Cinemax\*
- 4 WMOR 32 ThisTV Tampa
- 5 WMOR 32 Independent Tampa
- 6 Disney Channel
- 7 WOGX 51 Fox Ocala
- 8 WFLA 8 NBC Tampa
- 9 WTTA 38 MyTV Tampa
- 10 WTSP 10 CBS Tampa
- 11 WFTS 28 ABC Tampa
- 12 WTOG 44 CW Tampa
- 13 WTVT 13 Fox Tampa
- 14 WEDU 3 PBS Tampa
- 15 WVEA 62 Univision Tampa
- 16 TBS Superstation
- 17 USA Network
- 18 WGN Chicago
- 19 Animal Planet
- 20 ABC Family
- 21 ESPN
- 22 WCLF 22 CTN
- 23 CNN Headline News
- 24 Discovery Channel
- 25 Arts & Entertainment
- 26 Syfy
- 27 Spike TV
- 28 Country Music Television
- 29 The Learning Channel
- 30 Turner Classic Movies
- 31 Turner Network Television
- 32 History Channel
- 33 Cartoon Network
- 34 TV Land
- 35 Nickelodeon
- 36 VH 1
- 37 CSPAN

38 The Weather Channel  
39 Home Shopping Network  
40 E! Entertainment  
41 CNN  
42 Home and Garden TV  
43 ESPN 2  
44 National Geographic  
45 Hallmark Channel  
46 Local Origination  
98 truTV  
99 Fox Business News

\*Denotes premium service by subscription only.

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## EXHIBIT 2

Michelle Westlake

---

**From:** trackingupdates@fedex.com  
**Sent:** Friday, July 24, 2015 2:10 PM  
**To:** Michelle Westlake  
**Subject:** FedEx Shipment 774119648850 Delivered

## Your package has been delivered

Tracking # 774119648850

Ship date:  
Thu, 7/23/15

David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:

Fri, 7/24/15 2:08 pm

Mr. David S. Suarez, CEO &  
Chairman  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US

**Fed**

### Shipment Facts

Our records indicate that the following package has been delivered.

**Tracking number:** 774119648850  
**Status:** Delivered: 07/24/2015 2:08 PM  
Signed for By: .PIGUE  
**Reference:** 22120-13877  
**Signed for by:** .PIGUE  
**Delivery location:** ASTOR, FL  
**Delivered to:** Receptionist/Front Desk  
**Service type:** FedEx Priority Overnight  
**Packaging type:** FedEx Envelope  
**Number of pieces:** 1  
**Weight:** 0.50 lb.  
**Special handling/Services:** Deliver Weekday

1. Please do not respond to this message. This e-mail was sent from an unattended mailbox. This report was generated at approximately 1:10 PM CDT on 07/24/2015.

To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All rights are reserved

## Michelle Westlake

---

**From:** trackingupdates@fedex.com  
**Sent:** Friday, July 24, 2015 2:10 PM  
**To:** Michelle Westlake  
**Subject:** FedEx Shipment 774119584833 Delivered

## Your package has been delivered

Tracking # 774119584833

Ship date:  
Thu, 7/23/15  
David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:  
Fri, 7/24/15 2:08 pm  
Mr. James Pierce, Vice  
President  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US



### Shipment Facts

Our records indicate that the following package has been delivered.

|                            |  |
|----------------------------|--|
| Tracking number:           | <u>774119584833</u>                                    |
| Status:                    | Delivered: 07/24/2015 2:08<br>PM Signed for By: .PIGUE |
| Reference:                 | 22120-13877  |
| Signed for by:             | .PIGUE   |
| Delivery location:         | ASTOR, FL  |
| Delivered to:              | Receptionist/Front Desk                                |
| Service type:              | FedEx Priority Overnight                               |
| Packaging type:            | FedEx Envelope   |
| Number of pieces:          | 1  |
| Weight:                    | 0.50 lb.   |
| Special handling/Services: | Deliver Weekday  |

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:10 PM CDT on 07/24/2015.

To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All weights are estimated

Michelle Westlake

---

From: trackingupdates@fedex.com  
Sent: Friday, July 24, 2015 2:10 PM  
To: Michelle Westlake  
Subject: FedEx Shipment 774119521872 Delivered

## Your package has been delivered

Tracking # 774119521872

Ship date:  
Thu, 7/23/15

David Kushner  
Brooks Pierce  
Raleigh, NC 27601  
US



Delivered

Delivery date:  
Fri, 7/24/15 2:08 pm

Mr. Gary M. English,  
President  
Florida Cable Inc.  
23505 State Road 40  
ASTOR, FL 32102  
US

**Fed**

### Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 774119521872  
Status: Delivered: 07/24/2015 2:08 PM  
Signed for By: .PIGUE  
Reference: 22120-13877  
Signed for by: .PIGUE  
Delivery location: ASTOR, FL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:10 PM EDT on 07/24/2015.

To learn more about FedEx Express, please go to [fedex.com](http://fedex.com)

All weights are estimated.

## 2. Article Number

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Karina Valdez

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Karina Valdez

C. Date of Delivery

7/12/15

1. Article Addressed to:

Mr. David S. Suarez, CEO & Chairman  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907

D. Is delivery address different from item 1? ☐ Yes  
If YES enter delivery address below: ☐ No

9290 9969 0099 9702 7690 74

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐ Yes

9214 7969 0099 9790 1602 7690 67

PS Form 3811

Domestic Return Receipt

## 2. Article Number

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Karina Valdez

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Karina Valdez

C. Date of Delivery

7/12/15

1. Article Addressed to:

Mr. James Pierce, Vice President  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907

D. Is delivery address different from item 1? ☐ Yes  
If YES enter delivery address below: ☐ No

9290 9969 0099 9702 7691 11

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐ Yes

9214 7969 0099 9790 1602 7691 04

PS Form 3811

Domestic Return Receipt

## 2. Article Number

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Karina Valdez

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Karina Valdez

C. Date of Delivery

7/12/15

1. Article Addressed to:

Mr. Gary M. English, President  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907

D. Is delivery address different from item 1? ☐ Yes  
If YES enter delivery address below: ☐ No

9290 9969 0099 9702 7686 95

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐ Yes

9214 7969 0099 9790 1602 7686 88

### EXHIBIT 3

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## Astor / Volusia / Pierson

### Basic

|       |                               |
|-------|-------------------------------|
| 2     | WESH 2 NBC                    |
| 3     | WDSC 15 PBS                   |
| 4     | WACX 55 Independent           |
| 5     | WRBW 65 UPN                   |
| 6     | WKMG 6 CBS                    |
| 7     | Local Origination             |
| 8     | WKCF 18 CW                    |
| 9     | WFTV 9 ABC                    |
| 10    | TV Guide                      |
| 11    | WUCF 68 PBS                   |
| 12    | WOFL 35 Fox                   |
| 13    | The Weather Channel           |
| 14.1  | WESH 2 NBC HD**               |
| 14.2  | WESH 2 MeTV HD**              |
| 14.11 | WKMG 6 CBS HD**               |
| 14.12 | WKMG 6 Live Well Network HD** |
| 15.1  | WFTV 9 ABC HD**               |
| 15.2  | WFTV 9 MegaTV HD**            |
| 15.3  | WFTV 9 GritTV HD**            |
| 15.11 | WOFL 35 Fox HD**              |
| 16.1  | WUCF 24 PBS HD**              |
| 16.2  | WUCF 24 Create HD**           |
| 16.3  | WUCF 24 World HD**            |
| 16.4  | WUCF 24 V-Me HD**             |
| 16.11 | WDSC 15 PBS HD**              |

|       |                              |
|-------|------------------------------|
| 16.12 | WDSC 15 Florida Channel HD** |
| 16.13 | WDSC 15 WV HD**              |
| 17    | CNN                          |
| 18    | CNBC                         |
| 19    | Fox News                     |
| 20    | ESPN                         |
| 21    | ESPN 2                       |
| 22    | Sun Sports                   |
| 33    | Fox Sports 1                 |
| 34    | TBS Superstation             |
| 35    | American Movie Classics      |
| 36    | Turner Classic Movies        |
| 37    | Turner Network Television    |
| 38    | ABC Family                   |
| 39    | Lifetime                     |
| 40    | USA Network                  |
| 41    | Syfy                         |
| 42    | Discovery Channel            |
| 43    | The Learning Channel         |
| 44    | History Channel              |
| 45    | Arts & Entertainment         |
| 46    | Home and Garden TV           |
| 47    | Food Network                 |
| 48    | Spike TV                     |
| 49    | Country Music Television     |
| 50    | VH-1                         |
| 51    | MTV                          |
| 52    | TV Land                      |
| 53    | Nickelodeon                  |
| 54    | Cartoon Network              |
| 55    | Galavision                   |
| 56    | Univision                    |
| 57    | UniMas                       |
| 58    | WGN Chicago                  |
| 59    | Travel Channel               |
| 60    | FX                           |
| 61    | Animal Planet                |
| 62    | Home Shopping Network        |
| 63    | WRDQ 27 JP Independent       |
| 64    | CSPAN                        |
| 95    | CNN Headline News            |

98 E! Entertainment

**Digital Basic**

|     |                              |
|-----|------------------------------|
| 110 | A&E Biography                |
| 111 | BBC America                  |
| 112 | Bravo West                   |
| 113 | Bravo                        |
| 114 | cloo                         |
| 120 | Game Show Network            |
| 121 | Teen Nick                    |
| 122 | Nick Jr.                     |
| 123 | Discovery Kids               |
| 124 | Nick Toons                   |
| 130 | MTV 2                        |
| 131 | MTV Hits                     |
| 132 | VH 1 Classic Rock            |
| 133 | CMT Pure Country             |
| 134 | VH 1 Soul                    |
| 135 | Centric                      |
| 136 | Fuse                         |
| 137 | Great American Country       |
| 138 | MTV U                        |
| 159 | Esquire                      |
| 160 | Destination America          |
| 161 | G4TV                         |
| 163 | Discovery Fit and Health     |
| 164 | Oprah Winfrey Network        |
| 165 | Pivot                        |
| 166 | Trinity Broadcasting Network |
| 167 | The Word                     |
| 168 | SonLife Network              |
| 211 | Bloomberg TV                 |
| 250 | Science Channel              |
| 251 | Investigation Discovery      |
| 252 | American Heroes Channel      |
| 253 | National Geographic          |
| 261 | H2                           |
| 295 | EVINE Live                   |
| 311 | FXX East                     |
| 312 | Golf Channel                 |
| 313 | Outdoor Channel              |

- 314 ESPN Classics
- 315 ESPN News
- 316 NBC Sports Network
- 510 Independent Film Channel
- 511 Women's Entertainment
- 512 FX Movie Channel
- 513 Lifetime Movie Network
- 514 Sundance

### **Digital Premium Movies**

- 410 HBO
- 411 HBO 2
- 412 HBO Signature
- 413 HBO Family
- 414 HBO West
- 415 HBO Family West
- 416 HBO Comedy
- 417 HBO Zone
- 418 HBO 2 West
- 419 HBO Signature West
- 420 Cinemax
- 421 More Max
- 422 Cinemax West
- 423 More Max West
- 424 Action Max
- 425 Thriller Max
- 430 Showtime
- 431 Showtime 2
- 432 Showtime Showcase
- 433 Showtime Extreme
- 434 Showtime West
- 435 Showtime Showcase West
- 436 Showtime Extreme West
- 437 Showtime Next
- 438 Showtime Family
- 439 Showtime Women
- 440 The Movie Channel
- 441 The Movie Channel Xtra
- 442 The Movie Channel Xtra West
- 443 The Movie Channel West
- 444 Showtime 2 West

|     |                      |
|-----|----------------------|
| 445 | Flix                 |
| 450 | Starz!               |
| 451 | Starz! Edge West     |
| 452 | Starz! In Black      |
| 453 | Starz! West          |
| 454 | Starz! Cinema        |
| 455 | Starz! Kids & Family |
| 456 | Starz! Comedy        |
| 457 | Starz! Edge West     |
| 460 | Encore               |
| 461 | Encore Suspense      |
| 462 | Encore Action        |
| 463 | Encore Westerns      |
| 464 | Encore Classic       |
| 465 | Encore Black         |
| 466 | Encore West          |
| 467 | Encore Action West   |
| 468 | Encore Black West    |
| 469 | Encore Family        |
| 470 | Encore Westerns West |
| 471 | Encore Classic West  |
| 472 | Encore Suspense West |

### HDTV

|     |                             |
|-----|-----------------------------|
| 701 | WESH 2 NBC HD               |
| 702 | WEST 2 MeTV HD              |
| 705 | WKMG 6 CBS HD               |
| 706 | WKMG 6 Live Well Network HD |
| 711 | WFTV 9 ABC HD               |
| 712 | WFTV 9 MegaTV HD            |
| 713 | WFTV 9 GritTV HD            |
| 715 | WOFL 35 Fox HD              |
| 721 | WUCF 68 PBS HD              |
| 722 | WUCF 68 Create HD           |
| 723 | WUCF 68 World HD            |
| 724 | WUCF 68 V-Me HD             |
| 730 | WDSC 15 PBS HD              |
| 731 | WDSC 15 Florida Network HD  |
| 732 | WDSC 15 WV HD               |

### Pay Per View

- 811 iNDEMAND 1
- 812 iNDEMAND 2
- 814 iNDEMAND 4
- 815 iNDEMAND 5

### Adult Pay Per View

- 890 Playboy
- 891 Fresh!
- 892 Spice:Xcess
- 893 Club Jenna
- 894 Hot Choice

### Digital Music

- 910 Beautiful Instruments
- 911 Jazz Vocal Blends
- 912 Hottest Hits
- 913 Modern Country
- 914 Alternative
- 915 Adult Contemporary
- 916 Lite Classical
- 917 Rock n Roll Oldies
- 918 Classic Rock
- 919 Urban Beat
- 920 Coffeehouse Rock
- 921 Dance
- 922 Retro Disco
- 923 Album Rock
- 924 80's Hits
- 925 70's Hits
- 926 Classic R & B
- 927 Hard Rock
- 928 Soft Hits
- 929 Golden Oldies
- 930 Traditional Country
- 931 Groove Lounge
- 932 Smooth Jazz
- 933 Big Band Swing
- 934 New Age
- 935 Holidays & Happenings
- 936 Great Standards
- 937 Contemporary Christian

|     |                          |
|-----|--------------------------|
| 938 | Reggae                   |
| 939 | Children's               |
| 940 | Urban Adult Contemporary |
| 941 | Rap                      |
| 942 | Jazz                     |
| 943 | Blues                    |
| 944 | Gospel                   |
| 945 | Subterranean             |
| 946 | Symphonic                |

\*Available with QAM compatible HDTVs. No cable box required.

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## **Oak Forest**

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### **Basic Cable**

- 2 HBO\*
- 3 Cinemax\*
- 4 WMOR 32 ThisTV Tampa
- 5 WMOR 32 Independent Tampa
- 6 Disney Channel
- 7 WOGX 51 Fox Ocala
- 8 WFLA 8 NBC Tampa
- 9 WTTA 38 MyTV Tampa
- 10 WTSP 10 CBS Tampa
- 11 WFTS 28 ABC Tampa
- 12 WTOG 44 CW Tampa
- 13 WTVT 13 Fox Tampa
- 14 WEDU 3 PBS Tampa
- 15 WVEA 62 Univision Tampa
- 16 TBS Superstation
- 17 USA Network
- 18 WGN Chicago
- 19 Animal Planet
- 20 ABC Family
- 21 ESPN
- 22 WCLF 22 CTN
- 23 CNN Headline News
- 24 Discovery Channel
- 25 Arts & Entertainment
- 26 Syfy

- 27 Spike TV
- 28 Country Music Television
- 29 The Learning Channel
- 30 Turner Classic Movies
- 31 Turner Network Television
- 32 History Channel
- 33 Cartoon Network
- 34 TV Land
- 35 Nickelodeon
- 36 VH 1
- 37 CSPAN
- 38 The Weather Channel
- 39 Home Shopping Network
- 40 E! Entertainment
- 41 CNN
- 42 Home and Garden TV
- 43 ESPN 2
- 44 National Geographic
- 45 Hallmark Channel
- 46 Local Origination
- 98 truTV
- 99 Fox Business News

\*Denotes premium service by subscription only.

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**EXHIBIT 4**

**DRAFT**

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

|   |   |                       |
|---|---|-----------------------|
| In the Matter of                        | ) |                       |
|   | ) |                       |
| Florida Cable Inc.                      | ) | MB Docket No. 15-____ |
|   | ) | CSR _____             |
| Enforcement Complaint Concerning        | ) |                       |
| Retransmission Without Authorization of | ) |                       |
| WESH(TV), Daytona Beach, Florida,       | ) |                       |
| WKCF(TV), Clermont, Florida, and        | ) |                       |
| WMOR-TV, Lakeland, Florida              | ) |                       |

To: Office of the Secretary  
Attention: Media Bureau

**ENFORCEMENT COMPLAINT**

Hearst Properties Inc., a subsidiary of Hearst Television Inc. (collectively, "Hearst"), by and through their undersigned counsel, hereby files this Enforcement Complaint, pursuant to Section 76.7 of the Commission's rules, 47 C.F.R. § 76.7, against Florida Cable Inc. ("Florida Cable") for its continuing and willful violation of Section 325(b) of the Communications Act of 1934, as amended ("the Communications Act"), 47 U.S.C. § 325(b)(1)(A), and Section 76.64 of the Commission's rules, 47 C.F.R. § 76.64(a). Hearst respectfully requests the Commission issue an order compelling Florida Cable to cease immediately its unauthorized retransmission of the signals of broadcast stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida (collectively, the "Stations"). In addition, because Florida Cable does not have Hearst's consent or authorization to retransmit the Stations and has repeatedly ignored Hearst's numerous requests that it cease its unauthorized retransmissions, Hearst respectfully requests that the Commission initiate a forfeiture proceeding against Florida

Cable pursuant to Section 503 of the Communications Act, 47 U.S.C. § 503, and Section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, to penalize Florida Cable for its willful, egregious, and ongoing violations of the Communications Act and the Commission's rules.

### **THE PARTIES**

1. Hearst Properties Inc. is the FCC licensee of Stations WESH(TV), Daytona Beach, Florida, WKCF(TV), Clermont, Florida, and WMOR-TV, Lakeland, Florida. WESH and WKCF operate in the Orlando-Daytona Beach-Melbourne Designated Market Area ("DMA"). WMOR operates in the Tampa-St. Petersburg (Sarasota) DMA.

2. Florida Cable operates one or more cable systems in the Orlando-Daytona Beach-Melbourne DMA.

### **FACTUAL BACKGROUND**

3. From January 1, 2012, through December 31, 2014, Florida Cable and Hearst were parties to a retransmission consent agreement (the "Prior Agreement") governing carriage of the Stations by Florida Cable. *See* Declaration of James J. Carter (Aug. \_\_ 2015), ¶ 4 ("Carter Decl."), attached hereto as Exhibit I.

4. Florida Cable defaulted on the Prior Agreement by failing to pay the monthly retransmission consent fees it had agreed to pay. Carter Decl. ¶ 4.

5. By letter dated July 8, 2014, Hearst provided Florida Cable with a notice of its breach of the Prior Agreement. *See* Carter Decl. ¶ 4 (attaching July 8, 2014 letter from Hearst to Florida Cable). Florida Cable did not cure its breach, and its authority to retransmit the Stations terminated at 12:01 am on July 19, 2014. Carter Decl. ¶ 4.

6. By letters dated September 4, 2014, Hearst sent Florida Cable retransmission consent election notices for each of the Stations in compliance with 47 C.F.R. § 76.64(f) for the election cycle commencing January 1, 2015, and ending December 31, 2017. *See* Carter Decl. ¶ 5 (attaching Sept. 4, 2014 retransmission consent election notices from Hearst to Florida Cable). Each of the notices was received and signed for by Florida Cable. *See id.* As a result, since January 1, 2015, Florida Cable cannot retransmit the Stations during the current election cycle on a must-carry basis.

7. By letter dated November 13, 2014, Hearst informed Florida Cable that, notwithstanding Florida Cable's still-uncured default under the Prior Agreement, Hearst was prepared to enter into a renewal retransmission consent agreement if Florida Cable paid the delinquent retransmission consent fees. *See* Carter Decl. ¶ 6 (attaching Nov. 13, 2014 letter from Hearst to Florida Cable). Hearst further informed Florida Cable that if such a renewal agreement were not secured prior to the expiration date of the Prior Agreement, then Florida Cable would have no basis for authorization to retransmit the Stations after December 31, 2014. Hearst received no response from Florida Cable to its November 13, 2014 letter. *See* Carter Decl. ¶ 6.

8. On December 16, 2014, James Carter, the President and General Manager of Stations WESH and WKCF, attempted to reach Florida Cable's CEO and Chairman, David Suarez, by telephone to discuss Florida Cable's retransmission of the Stations' signals. He was not able to reach Mr. Suarez, and Mr. Suarez did not return the telephone call. *See* Carter Decl. ¶ 7.

9. The Prior Agreement expired by its terms on December 31, 2014, and Florida Cable made no attempt to enter into a renewal retransmission consent agreement or otherwise to respond to Hearst's repeated attempts to communicate with Florida Cable about its retransmission of the Stations' signals.

10. Upon information and belief, Florida Cable continued to carry the Stations on its systems following the expiration of the Prior Agreement and has continued to do so without Hearst's authorization since January 1, 2015.

11. Having received no response from Florida Cable to any of its letters, but having reason to believe that Florida Cable was continuing to retransmit the Stations after December 31, 2014, without Hearst's authorization to do so, Hearst sent Florida Cable a further notice, dated January 14, 2015, clearly informing Florida Cable that it had lost its authorization to retransmit the Stations and demanding that Florida Cable cease such retransmissions. *See* Carter Decl. ¶ 8 (attaching Jan. 14, 2015 letter from Hearst to Florida Cable).

12. Hearst again received no response from Florida Cable and no confirmation that Florida Cable had ceased its unauthorized retransmissions. Carter Decl. ¶ 8.

13. By letter dated July 23, 2015, Hearst, through outside counsel, made yet another attempt to notify Florida Cable of its breach of the Prior Agreement and its continuing violation of the Communications Act, demanding that Florida Cable cease its unauthorized retransmission of the signals of each of the Stations and noting that its retransmission without Hearst's consent could subject Florida Cable to the imposition of a forfeiture. *See* Letter on Behalf of Hearst to Florida Cable (July 23, 2015), attached hereto as Exhibit II.

14. The July 23 letter informed Florida Cable that, if it failed to confirm by August 10, 2015, that it had ceased its unauthorized retransmission of the Stations' signals, Hearst would be left with no choice but to file a complaint with the Commission.

15. When Hearst again received no response from Florida Cable, it prepared this Enforcement Complaint and, at the same time, prepared a further letter informing Florida Cable of its intent to file the Complaint if Florida Cable did not immediately cease its unauthorized

retransmission of the Stations' signals and provide written confirmation that it had done so by August 24, 2015. *See* Letter on Behalf of Hearst to Florida Cable (Aug. 14, 2015), attached hereto as Exhibit III. The letter provided Florida Cable with an advance draft of this Complaint and noted that it did so as a final courtesy in one last attempt to avoid an enforcement proceeding at the FCC.

16. In keeping with its now-longstanding pattern of ignoring Hearst's requests that it comply with the retransmission consent laws, Florida Cable did not confirm by August 24, 2015, that it ceased retransmitting the Stations' signals but rather has continued to ignore Hearst's communications and has persisted in its unauthorized retransmission of the Stations' signals.

**FLORIDA CABLE CONTINUES TO RETRANSMIT THE STATIONS  
IN VIOLATION OF THE COMMUNICATIONS ACT**

17. Despite its lack of authorization to retransmit the Stations and Hearst's repeated notifications, Florida Cable's channel line-ups continue to list each of the Hearst Stations. *See* Exhibit III (including as attachment to letter an Exhibit 3 providing Florida Cable channel line-up for Astor/Volusia/Pierson, which lists WESH and WKCF, and the channel line-up for Oak Forest, which lists WMOR, printed August 11, 2015).

18. In addition, in July 2015, two Florida Cable representatives confirmed by telephone that Stations WESH and WKCF are available on Florida Cable systems. *See* Declaration of Lenora E. Boutte (Aug. \_\_, 2015), ¶¶ 2-3 (attached as Exhibit IV).

19. Section 325 of the Communications Act requires cable systems and other multichannel video programming distributors ("MVPDs") to obtain "the express authority of the originating station" to retransmit a broadcasting station's signal. *See* 47 U.S.C. § 325(b)(1)(A).<sup>1</sup>

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<sup>1</sup> Although Section 325(b) sets forth certain limited exceptions to the retransmission consent requirement, none is applicable here.

Absent such consent, no cable system or other MVPD “shall retransmit the signal of a broadcasting station.” *Id.* The Commission codified this requirement in Section 76.64 of its rules, which further requires retransmission consent agreements to be in writing and to “specify the extent of the consent being granted.” 47 C.F.R. § 76.64(a), (j).

20. The legislative history of the Communications Act makes clear that Congress intended the retransmission consent regime to “allow broadcasters to control the use of their signals by anyone engaged in retransmission by whatever means.” *See* S. REP. NO. 102-92 (1991), at 34.

21. Despite Hearst’s repeated attempts to communicate with Florida Cable and its repeated requests that Florida Cable stop its unauthorized retransmission of the Stations’ signals, Florida Cable has refused to cease its unauthorized retransmissions.

22. As the Commission has confirmed, a cable system that “retransmit[s] the signal of a broadcasting station without ‘the express authority’” of the broadcaster “willfully and repeatedly violate[s] Section 325 of the Communications Act . . . and Section 76.64 of the Commission’s rules.” *In re Notice of Apparent Liability for Forfeiture of Bailey Cable TV, Inc.*, 27 FCC Rcd 2625, 2625, ¶ 1 (2012); *In re Notice of Apparent Liability for Forfeiture of Bailey Cable TV, Inc.*, 27 FCC Rcd 2631, 2631, ¶ 1 (2012) (collectively, “*Bailey Cable NALs*”).

23. Florida Cable’s continued retransmission of the Stations’ signals on its systems, in direct contravention of Hearst’s repeated statements and instructions, constitutes a blatant, willful, and ongoing violation of Section 325(b) of the Communications Act and Section 76.64 of the Commission’s rules.

24. The Commission has stated that “properly documented retransmission of a television signal without consent would be grounds for imposition of a forfeiture.” *Implementation*

of the Cable Television Consumer Protection and Competition Act of 1992, *Broadcast Signal Carriage Issues*, Report and Order, 8 FCC Rcd 2965, 3005, ¶ 175 (1993) (“*Must-Carry Order*”); see also 47 C.F.R. § 1.80(a)(2) (declaring that “[a] forfeiture penalty may be assessed against any person found to have . . . [w]illfully or repeatedly failed to comply with any of the provisions of the [Act]; or of any rule, regulation or order issued by the Commission”).

25. The base forfeiture for a cable system retransmitting a television station’s signal without its express authority is \$7,500 per day. See *Bailey Cable NALs*, 27 FCC Rcd at 2628, ¶ 8; *id.* at 2634, ¶ 8; see also *In re TV Max, Inc. and Broadband Ventures Six, LLC d/b/a Wavevision*, Forfeiture Order, 29 FCC Rcd 8648, 8656-57, 8658, ¶¶ 16, 19 (2014) (concluding that MVPD “consciously and deliberately retransmitted the Stations without having written retransmission consent agreements in place,” rendering the violations “willful” and “repeated”; the Commission therefore imposed forfeiture in the amount of \$2,250,000); 47 C.F.R. § 1.80.

26. Florida Cable’s willful and ongoing violation of the Communications Act and the Commission’s rules should subject Florida Cable to a base forfeiture of \$7,500 per day per Station for the period commencing January 1, 2015. The *Bailey Cable NALs* indicate that such a base forfeiture is appropriate, with each day of unlawful carriage of each Station representing a separate violation.<sup>2</sup>

27. In addition, Florida Cable should be ordered to terminate immediately its

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<sup>2</sup> Hearst makes no request that the Commission make any determination as to whether imposition of a forfeiture is appropriate during the time that Florida Cable retransmitted the Stations’ signals without authorization following Florida Cable’s breach of the Prior Agreement (i.e., from July 19, 2014, through December 31, 2014) as that involves a private contract between the parties. Imposition of a forfeiture against Florida Cable is appropriate for its continuing retransmission of the Stations’ signals since January 1, 2015, following expiration of the Prior Agreement and the commencement of a new retransmission consent/must-carry election cycle for which the Stations elected retransmission consent and for which there is no retransmission consent agreement between the parties.

DRAFT

unauthorized retransmission of the Stations' signals. The Commission has the authority to enter such an order. *See, e.g., In re Complaint of North Texas Broadcasting Corp.*, 10 FCC Rcd 8343, 8344, ¶ 5 (1995) (concluding that "carriage of the signal of [a broadcast station] without its retransmission consent . . . having been obtain[ed] is in violation" of the Communications Act and ordering cable system to "inform the Commission that it has ceased carriage of the signal . . . or received the necessary retransmission consent" within 30 days).

**WHEREFORE**, Hearst respectfully requests that the Commission:

1. Find Florida Cable in violation of the Communications Act and the Commission's rules;
2. Order Florida Cable to cease immediately its unauthorized retransmission of the Stations' signals; and
3. Expedite the initiation of a forfeiture proceeding and the issuance of a notice of apparent liability to penalize Florida Cable for its willful and egregious violations of the Communications Act and the Commission's rules.

Respectfully submitted,

**HEARST TELEVISION INC.  
HEARST PROPERTIES INC.**

---

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(919) 839-0300

*Attorneys for Hearst Television Inc. and  
Hearst Properties Inc.*

Dated August \_\_, 2015

**[Exhibits to Draft Enforcement Complaint Intentionally Omitted]**



# Your package has been delivered

Tracking # 774285330967

Ship date:

Fri, 8/14/15

David Kushner

Brooks Pierce Law Firm

Raleigh, NC 27601

US



Delivered

Delivery date:

Mon, 8/17/15 1:46 pm

Mr. James Pierce

Vice President

23505 State Road 40 Florida

Cable Inc.

ASTOR, FL 32102

US

## Shipment Facts

Our records indicate that the following package has been delivered.

|                            |  |
|----------------------------|--|
| Tracking number:           | <u>774285330967</u>                                      |
| Status:                    | Delivered: 08/17/2015 1:46<br>PM Signed for By: K.VALDEZ |
| Reference:                 | 22120-13877  |
| Signed for by:             | K.VALDEZ   |
| Delivery location:         | ASTOR, FL  |
| Delivered to:              | Receptionist/Front Desk                                  |
| Service type:              | FedEx Priority Overnight                                 |
| Packaging type:            | FedEx Envelope   |
| Number of pieces:          | 1  |
| Weight:                    | 2.00 lb.   |
| Special handling/Services: | Deliver Weekday  |

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Tracking # 774285290710

Ship date:

Fri, 8/14/15

David Kushner

Brooks Pierce Law Firm

Raleigh, NC 27601

US

Delivery date:

Mon, 8/17/15 1:46 pm

Mr. David S. Suarez

CEO & Chairman

23505 State Road 40 Florida

Cable Inc.

ASTOR, FL 32102

US




Delivered

## Shipment Facts

Our records indicate that the following package has been delivered.

|                            |  |
|----------------------------|--|
| Tracking number:           | <u>774285290710</u>                                      |
| Status:                    | Delivered: 08/17/2015 1:46 PM<br>Signed for By: K.VALDEZ |
| Reference:                 | 22120-13877  |
| Signed for by:             | K.VALDEZ   |
| Delivery location:         | ASTOR, FL  |
| Delivered to:              | Receptionist/Front Desk                                  |
| Service type:              | FedEx Priority Overnight                                 |
| Packaging type:            | FedEx Envelope   |
| Number of pieces:          | 1  |
| Weight:                    | 2.00 lb.   |
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Ship date:

Fri, 8/14/15

David Kushner

Brooks Pierce Law Firm

Raleigh, NC 27601

US



Delivered

Delivery date:

Mon, 8/17/15 1:46 pm

Mr. Gary M. English,

President

Florida Cable Inc.

23505 State Road 40


ASTOR, FL 32102

US

## Shipment Facts

Our records indicate that the following package has been delivered.

|                            |  |
|----------------------------|--|
| Tracking number:           | <u>774285233220</u>                                      |
| Status:                    | Delivered: 08/17/2015 1:46 PM<br>Signed for By: K.VALDEZ |
| Reference:                 | 22120-13877  |
| Signed for by:             | K.VALDEZ   |
| Delivery location:         | ASTOR, FL  |
| Delivered to:              | Receptionist/Front Desk                                  |
| Service type:              | FedEx Priority Overnight                                 |
| Packaging type:            | FedEx Envelope   |
| Number of pieces:          | 1  |
| Weight:                    | 2.00 lb.   |
| Special handling/Services: | Deliver Weekday  |

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Thank you for your business.

**2. Article Number**

9214 7969 0099 9790 1603 1240 94

**1. Article Addressed to:**

Mr. Gary M. English, President  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907



9290 9969 0099 9703 1241 00

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Karina Valdez*☒ Agent☐ Addressee

B. Received by (Printed Name)

*Karina Valdez*

C. Date of Delivery

*8/17/15*D. Is delivery address different from item 1? ☐ Yes

If YES enter delivery address below:

☐ No

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐

Yes

PS Form 3811

Domestic Return Receipt

**2. Article Number**

9214 7969 0099 9790 1603 1227 17

**1. Article Addressed to:**

Mr. David S. Suarez, CEO & Chairman  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907



9290 9969 0099 9703 1227 24

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Karina Valdez*☒ Agent☐ Addressee

B. Received by (Printed Name)

*Karina Valdez*

C. Date of Delivery

*8/17/15*D. Is delivery address different from item 1? ☐ Yes

If YES enter delivery address below:

☐ No

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐

Yes

PS Form 3811

Domestic Return Receipt

**2. Article Number**

9214 7969 0099 9790 1603 1228 09

**1. Article Addressed to:**

Mr. James Pierce, Vice President  
Florida Cable Inc.  
23505 State Road 40  
Astor, FL 32102-2907



9290 9969 0099 9703 1228 16

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Karina Valdez*☒ Agent☐ Addressee

B. Received by (Printed Name)

*Karina Valdez*

C. Date of Delivery

*8/19/15*D. Is delivery address different from item 1? ☐ Yes

If YES enter delivery address below:

☐ No

3. Service Type

☒ Certified

4. Restricted Delivery? (Extra Fee)

☐

Yes

PS Form 3811

Domestic Return Receipt

**EXHIBIT V**

# Florida Cable Inc.

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## Astor / Volusia / Pierson

### Basic

|       |                               |
|-------|-------------------------------|
| 2     | WESH 2 NBC                    |
| 3     | WDSC 15 PBS                   |
| 4     | WACX 55 Independent           |
| 5     | WRBW 65 UPN                   |
| 6     | WKMG 6 CBS                    |
| 7     | Local Origination             |
| 8     | WKCF 18 CW                    |
| 9     | WFTV 9 ABC                    |
| 10    | TV Guide                      |
| 11    | WUCF 68 PBS                   |
| 12    | WOFL 35 Fox                   |
| 13    | The Weather Channel           |
| 14.1  | WESH 2 NBC HD**               |
| 14.2  | WESH 2 MeTV HD**              |
| 14.11 | WKMG 6 CBS HD**               |
| 14.12 | WKMG 6 Live Well Network HD** |
| 15.1  | WFTV 9 ABC HD**               |
| 15.2  | WFTV 9 MegaTV HD**            |
| 15.3  | WFTV 9 GritTV HD**            |
| 15.11 | WOFL 35 Fox HD**              |
| 16.1  | WUCF 24 PBS HD**              |
| 16.2  | WUCF 24 Create HD**           |
| 16.3  | WUCF 24 World HD**            |
| 16.4  | WUCF 24 V-Me HD**             |
| 16.11 | WDSC 15 PBS HD**              |

|       |                              |
|-------|------------------------------|
| 16.12 | WDSC 15 Florida Channel HD** |
| 16.13 | WDSC 15 WV HD**              |
| 17    | CNN                          |
| 18    | CNBC                         |
| 19    | Fox News                     |
| 20    | ESPN                         |
| 21    | ESPN 2                       |
| 22    | Sun Sports                   |
| 33    | Fox Sports 1                 |
| 34    | TBS Superstation             |
| 35    | American Movie Classics      |
| 36    | Turner Classic Movies        |
| 37    | Turner Network Television    |
| 38    | ABC Family                   |
| 39    | Lifetime                     |
| 40    | USA Network                  |
| 41    | Syfy                         |
| 42    | Discovery Channel            |
| 43    | The Learning Channel         |
| 44    | History Channel              |
| 45    | Arts & Entertainment         |
| 46    | Home and Garden TV           |
| 47    | Food Network                 |
| 48    | Spike TV                     |
| 49    | Country Music Television     |
| 50    | VH-1                         |
| 51    | MTV                          |
| 52    | TV Land                      |
| 53    | Nickelodeon                  |
| 54    | Cartoon Network              |
| 55    | Galavision                   |
| 56    | Univision                    |
| 57    | UniMas                       |
| 58    | WGN Chicago                  |
| 59    | Travel Channel               |
| 60    | FX                           |
| 61    | Animal Planet                |
| 62    | Home Shopping Network        |
| 63    | WRDQ 27 JP Independent       |
| 64    | CSPAN                        |
| 95    | CNN Headline News            |

## 98 E! Entertainment

**Digital Basic**

|     |                              |
|-----|------------------------------|
| 110 | A&E Biography                |
| 111 | BBC America                  |
| 112 | Bravo West                   |
| 113 | Bravo                        |
| 114 | cloo                         |
| 120 | Game Show Network            |
| 121 | Teen Nick                    |
| 122 | Nick Jr.                     |
| 123 | Discovery Kids               |
| 124 | Nick Toons                   |
| 130 | MTV 2                        |
| 131 | MTV Hits                     |
| 132 | VH 1 Classic Rock            |
| 133 | CMT Pure Country             |
| 134 | VH 1 Soul                    |
| 135 | Centric                      |
| 136 | Fuse                         |
| 137 | Great American Country       |
| 138 | MTV U                        |
| 159 | Esquire                      |
| 160 | Destination America          |
| 161 | G4TV                         |
| 163 | Discovery Fit and Health     |
| 164 | Oprah Winfrey Network        |
| 165 | Pivot                        |
| 166 | Trinity Broadcasting Network |
| 167 | The Word                     |
| 168 | SonLife Network              |
| 211 | Bloomberg TV                 |
| 250 | Science Channel              |
| 251 | Investigation Discovery      |
| 252 | American Heroes Channel      |
| 253 | National Geographic          |
| 261 | H2                           |
| 295 | EVINE Live                   |
| 311 | FXX East                     |
| 312 | Golf Channel                 |
| 313 | Outdoor Channel              |

|     |                          |
|-----|--------------------------|
| 314 | ESPN Classics            |
| 315 | ESPN News                |
| 316 | NBC Sports Network       |
| 510 | Independent Film Channel |
| 511 | Women's Entertainment    |
| 512 | FX Movie Channel         |
| 513 | Lifetime Movie Network   |
| 514 | Sundance                 |

### **Digital Premium Movies**

|     |                             |
|-----|-----------------------------|
| 410 | HBO                         |
| 411 | HBO 2                       |
| 412 | HBO Signature               |
| 413 | HBO Family                  |
| 414 | HBO West                    |
| 415 | HBO Family West             |
| 416 | HBO Comedy                  |
| 417 | HBO Zone                    |
| 418 | HBO 2 West                  |
| 419 | HBO Signature West          |
| 420 | Cinemax                     |
| 421 | More Max                    |
| 422 | Cinemax West                |
| 423 | More Max West               |
| 424 | Action Max                  |
| 425 | Thriller Max                |
| 430 | Showtime                    |
| 431 | Showtime 2                  |
| 432 | Showtime Showcase           |
| 433 | Showtime Extreme            |
| 434 | Showtime West               |
| 435 | Showtime Showcase West      |
| 436 | Showtime Extreme West       |
| 437 | Showtime Next               |
| 438 | Showtime Family             |
| 439 | Showtime Women              |
| 440 | The Movie Channel           |
| 441 | The Movie Channel Xtra      |
| 442 | The Movie Channel Xtra West |
| 443 | The Movie Channel West      |
| 444 | Showtime 2 West             |

|     |                      |
|-----|----------------------|
| 445 | Flix                 |
| 450 | Starz!               |
| 451 | Starz! Edge West     |
| 452 | Starz! In Black      |
| 453 | Starz! West          |
| 454 | Starz! Cinema        |
| 455 | Starz! Kids & Family |
| 456 | Starz! Comedy        |
| 457 | Starz! Edge West     |
| 460 | Encore               |
| 461 | Encore Suspense      |
| 462 | Encore Action        |
| 463 | Encore Westerns      |
| 464 | Encore Classic       |
| 465 | Encore Black         |
| 466 | Encore West          |
| 467 | Encore Action West   |
| 468 | Encore Black West    |
| 469 | Encore Family        |
| 470 | Encore Westerns West |
| 471 | Encore Classic West  |
| 472 | Encore Suspense West |

### HDTV

|     |                             |
|-----|-----------------------------|
| 701 | WESH 2 NBC HD               |
| 702 | WEST 2 MeTV HD              |
| 705 | WKMG 6 CBS HD               |
| 706 | WKMG 6 Live Well Network HD |
| 711 | WFTV 9 ABC HD               |
| 712 | WFTV 9 MegaTV HD            |
| 713 | WFTV 9 GritTV HD            |
| 715 | WOFL 35 Fox HD              |
| 721 | WUCF 68 PBS HD              |
| 722 | WUCF 68 Create HD           |
| 723 | WUCF 68 World HD            |
| 724 | WUCF 68 V-Me HD             |
| 730 | WDSC 15 PBS HD              |
| 731 | WDSC 15 Florida Network HD  |
| 732 | WDSC 15 WV HD               |

### Pay Per View

|     |            |
|-----|------------|
| 811 | iNDEMAND 1 |
| 812 | iNDEMAND 2 |
| 814 | iNDEMAND 4 |
| 815 | iNDEMAND 5 |

**Adult Pay Per View**

|     |             |
|-----|-------------|
| 890 | Playboy     |
| 891 | Fresh!      |
| 892 | Spice:Xcess |
| 893 | Club Jenna  |
| 894 | Hot Choice  |

**Digital Music**

|     |                        |
|-----|------------------------|
| 910 | Beautiful Instruments  |
| 911 | Jazz Vocal Blends      |
| 912 | Hottest Hits           |
| 913 | Modern Country         |
| 914 | Alternative            |
| 915 | Adult Contemporary     |
| 916 | Lite Classical         |
| 917 | Rock n Roll Oldies     |
| 918 | Classic Rock           |
| 919 | Urban Beat             |
| 920 | Coffeehouse Rock       |
| 921 | Dance                  |
| 922 | Retro Disco            |
| 923 | Album Rock             |
| 924 | 80's Hits              |
| 925 | 70's Hits              |
| 926 | Classic R & B          |
| 927 | Hard Rock              |
| 928 | Soft Hits              |
| 929 | Golden Oldies          |
| 930 | Traditional Country    |
| 931 | Groove Lounge          |
| 932 | Smooth Jazz            |
| 933 | Big Band Swing         |
| 934 | New Age                |
| 935 | Holidays & Happenings  |
| 936 | Great Standards        |
| 937 | Contemporary Christian |

|     |                          |
|-----|--------------------------|
| 938 | Reggae                   |
| 939 | Children's               |
| 940 | Urban Adult Contemporary |
| 941 | Rap                      |
| 942 | Jazz                     |
| 943 | Blues                    |
| 944 | Gospel                   |
| 945 | Subterranean             |
| 946 | Symphonic                |

\*Available with QAM compatible HDTVs. No cable box required.

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## **Oak Forest**

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### **Basic Cable**

- 2 HBO\*
- 3 Cinemax\*
- 4 WMOR 32 ThisTV Tampa
- 5 WMOR 32 Independent Tampa
- 6 Disney Channel
- 7 WOGX 51 Fox Ocala
- 8 WFLA 8 NBC Tampa
- 9 WTTA 38 MyTV Tampa
- 10 WTSP 10 CBS Tampa
- 11 WFTS 28 ABC Tampa
- 12 WTOG 44 CW Tampa
- 13 WTVT 13 Fox Tampa
- 14 WEDU 3 PBS Tampa
- 15 WVEA 62 Univision Tampa
- 16 TBS Superstation
- 17 USA Network
- 18 WGN Chicago
- 19 Animal Planet
- 20 ABC Family
- 21 ESPN
- 22 WCLF 22 CTN
- 23 CNN Headline News
- 24 Discovery Channel
- 25 Arts & Entertainment
- 26 Syfy
- 27 Spike TV

- 28 Country Music Television
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**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that the foregoing Enforcement Complaint was served by first-class mail, except where service by email is indicated, on the following:

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This the 27th day of August, 2015.

  
\_\_\_\_\_  
Julia C. Ambrose